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GEN/4445

AGREEMENT

BETWEEN

ALBANY PUBLIC SCHOOLS UNITED EMPLOYEES

AND THE

ALBANY PUBLIC SCHOOL DISTRICT

JULY 1, 2003 TO JUNE 30, 2007

RECEIVED

JAN 31 2006

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

640

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PREAMBLE

In order to effectuate the provisions of the Public Employees Fair Employment Act of the State of New York (Chapter 392 of the Laws of 1967) and to continue to encourage an effective and harmonious working relationship between the Board of Education of the City School District of Albany (hereinafter "Board") and its employees represented by the Albany Public School United Employees (hereinafter "Association"), this agreement is hereby entered into.

ARTICLE 1

RECOGNITION

- 1.1 The Board of Education of the Albany City School District having determined that the Albany Public School United Employees is supported by a majority of the employees in a unit composed of all civil service employees of the District not members of other units or exempt or confidential employees with the job titles of:

Account Clerk (Payroll)	Head Custodian	School Lunch Manager
Account Clerk	Health Care Aide	School Monitor
Audio Visual Aide	Health Care Tech.	Science Materials Clerk
Audio Visual Technician	Home-School Coordinator	Senior Account Clerk
Baker	HVAC Mechanic	Senior Custodian
Budget Asst. (Fed. Prog.)	Instruct. Computer Tech.	Senior Technology Support
Building Maint. Worker	Labor Foreman	Specialist
Central Registrar Clerk	Laundry Worker	Stenographer
Cleaner	Locker Room Attendant	Stores Clerk
Clerk	Mail Courier	Supervising Custodian
Computer Operator	Maint. Mechanic/Carpenter	Teacher Aide
Computer Sys. Anal.	Maint. Mechanic/Electrician	Teacher Assistant
Computer Programmer	Maint. Mechanic/Plumber	Technology Support Specialist
(other than assigned to business office)	Motor Vehicle Operator/ Custodial Worker	Typist
Cook	Office Manager	Truck Driver/Food Service
Cook-Manager	Part-time Food Service Helper	Truck Driver—P/T
Custodial Worker	Part-time Hall Monitors	Transportation
Custodian	Principal Account Clerk	
Database Engineer	Receptionist	
Data Entry Mach. Oper.	Recruiter (ALC)	
Day Care Worker	Roofer/Maintenance Worker	
Ed TV Specialist	Safety Officer	
Fire Alarm/Intercom Tech.	School Campus and Neighborhood Security Officer	
Food Service Helper		
Hall Monitor		

hereby recognizes the Albany Public School United Employees as the exclusive representative of the employees in such unit for the purposes of negotiations regarding wages, hours and terms and conditions of employment and in the settlement of grievances and for all other lawful

purposes under the Laws of the State of New York. The District agrees that it will not unilaterally change the above titles.

- 1.1.1 It is understood and agreed that the following titles are not within the unit as exempt or confidential: Internal Auditor, Purchasing Agent, Stenographer (assigned to the Assistant Superintendent for Business Affairs), Administrative Assistant to the Assistant Superintendent for Business Affairs, Administrative Assistant to Assistant Superintendent for Human Resources and Program Development and/or Deputy Superintendent, Stenographer (assigned to the Superintendent), Director of School Security, Assistant Director of School Security, School Security Officers, Computer Programmer (assigned to the business office), Business Administrative Assistant, and Administrative Assistant to the Assistant Superintendent for Instruction, and Grants Writer.
- 1.1.2 During the period of recognition hereunder or under any renewal of such recognition, the Board agrees not to negotiate or deal in any way with any other organization representing or claiming to represent employees within the employer-employee negotiation unit represented by the Association.
- 1.1.3 The District agrees to continue the practice of advising APSUE of the establishment of salaries and salary schedules for all job titles that are created during the life of this agreement.

1.2 Unchallenged Representation Status

- 1.2.1 The period of unchallenged representation status shall extend until 120 days prior to the expiration of the agreement in 2003 and automatically thereafter for successive periods of four years each, or the maximum lawful period, unless a bona fide employee organization showing membership of and support by at least 30 percent of the employees in such negotiating unit, shall claim the right to representation of the employees in said unit during the 120-day period prior to the above deadline or the four-year anniversary dates thereof.
- 1.2.2 In the event that any competing employee organization claims the right to represent the employees in said unit and furnishes the proof of membership and support as above specified, then the selection of employee representatives shall be determined in accordance with the public Employees Fair Employment Act and the rules of the Public Employment Relations Board.

1.3 Dues Deduction

- 1.3.1 The Board agrees to deduct from the salaries of its employees in this unit

dues for the Albany Public School United Employees and its state and national affiliates, as said employees individually and voluntarily authorize the Board to deduct via the dues deduction card (Appendix D), and to transmit all monies to the Albany Public School United Employees. Deductions will be made in twenty (20) equal installments corresponding with the last pay period in September. The Association will act as the collecting agent for the dues deduction cards.

- 1.3.2 The Board agrees that during the terms of this agreement it will not accord dues deduction of similar check-off rights to any other organization representing or purporting to represent employees in the negotiating unit represented by the Association in accordance with the provisions of the Taylor Law.
- 1.3.3 Dues Deduction/NYSUT Benefit Trust. The District agrees to provide members with the right to use payroll deduction for NYSUT Benefit Trust.
- 1.3.4 Agency Fee. The District agrees to deduct from the salaries of those who are not members of APSUE a service fee equivalent to the total annual amount per capita dues paid by members of APSUE. The District further agrees to deduct said fee in the same manner as payroll deduction of dues and transmit promptly to APSUE unless the nonmember has paid the agency fee directly to APSUE by the last work day in October, as stipulated by the Association to the District. APSUE has adopted the agency fee rebate procedure prescribed by law.
- 1.3.5 Agency Fee Dues Refund. Any person making service fee payments to APSUE in lieu of dues under agency shop provisions in the union's collective bargaining agreement shall have the right to object to the expenditure of his/her portion of an agency shop fee deduction which represents the employee's pro-rata share of expenditures by the organization in aid of activities or cause of a political or ideological nature only incidentally related to terms and conditions of employment.

Such objections shall be made, if at all, by the objector individually notifying the Association president and treasurer of his/her objection by registered or certified mail during the period between September 1-15 of each year.

The approximate pro-ration of service fees spent by the union for such purposes shall be determined annually at the end of the association's fiscal year. Rebate of a prorated portion of his/her service fees corresponding to such proportion shall thereafter be made to each individual who has timely filed a notice of objection, as provided above.

- 1.3.6 Appeals. If an objector is dissatisfied with the proportional allocation that has been determined on the ground that it assertedly does not accurately reflect the expenditures of the union in the defined area, an appeal may be taken by such persons to the Association (executive board) within 30 days following the receipt of such allocation. The association shall render a decision on such appeal within 30 days following its receipt. If the objector remains dissatisfied, he/she may file an appeal therefrom the local's governing body by lobbying the appeal with the president of the association within 30 days following receipt of the association's decision, which appeal shall be heard at the next regular meeting of the governing body. The governing body shall render a decision within 30 days after hearing the appeal.

1.4 Definitions

- 1.4.1 Administration. Superintendent of schools, deputy superintendent of schools, assistant superintendents, business administrator, his central office staff, principals, assistant principals, assistants to the principals, house principals and assistant house principals, supervisors and assistant supervisors, coordinators, directors and assistant directors in the various educational programs, not in the negotiating unit represented by the Association.
- 1.4.1 Association. Albany Public School United Employees
- 1.4.3 Board. Board of Education of the City School District of Albany
- 1.4.4 Building Representatives. The duly designated representative(s) of the Albany Public School United Employees for each school building.
- 1.4.5 Chief Executive Officer. The superintendent of the City School District of Albany, sometimes also referred to as Superintendent and Chief Administrator Officer.
- 1.4.6 District. The City School District of Albany.
- 1.4.7 Unit Members. Any employee of the Albany Public School System in the employer-employee negotiations unit represented by the Association, except where otherwise specifically provided.
- 1.4.8 Second Shift/Third Shift. A second shift is a full shift that commences at or near the end of a full first shift. A third shift is a full shift that commences at or near the end of a full second shift.

ARTICLE 2

RIGHTS AND RESPONSIBILITIES OF THE BOARD

2.1 Management Responsibilities

The Board is responsible for the operation and control of the school system and its personnel as set forth in the Education Law and the Civil Service Law of the State of New York. This includes, but is not limited to, the right to control educational policy, hire personnel, and establish budgetary, taxing and other financial policies.

2.2 The District agrees to provide all newly hired personnel who are members of this bargaining unit specific information regarding their required function, their benefits and terms and conditions of employment. This shall include, but not be limited to, job descriptions, retirement plans, contracts and health insurance, as well as a benefit packet which will be provided by the Association.

ARTICLE 3

RIGHTS AND RESPONSIBILITIES OF THE ASSOCIATION

3.1 No Strike Pledge

The Association and the Board subscribe to the principle that differences shall be resolved by peaceful means without interruption of the school program. The Association, therefore, agrees that it shall not engage in a strike or cause, instigate, or encourage a strike as defined by Section 201, Subdivision 9, of the Taylor Law.

3.2 Release Time for the President of the Association

The President of the Association shall be entitled to twenty-five (25) union release days per school year (i.e. July 1st through June 30th). These days may be taken in one (1) hour increments; Any such leave not used is forfeited and shall not carry over to the next year. The President shall first notify the Superintendent or designee of the use of such time. The President of APSUE may receive additional paid release time upon approval of the Superintendent of Schools.

3.3 Release Time for Grievance Chairperson of the Association

The Grievance chairperson of the Association shall be entitled to fifteen (15) union release days per school year (i.e. July 1st through June 30th). These days may be taken in one (1) hour increments. Any such leave not

used is forfeited and shall not carry over to the next year. The Grievance chairperson shall first notify the Superintendent or designee of the use of such time. The Grievance chairperson of APSUE may receive additional paid release time upon the approval of the Superintendent of Schools.

3.4 Release Time for Association Representatives

Time necessary for the president of the Association and/or his/her representative(s) to attend NYSUT and/or AFT conferences and/or AFL-CIO conventions shall be granted with pay and not charged to sick or personal days to a total of 10 work days per year.

3.5 Additional Release Time

The District agrees to release the executive board members from the second shift once a month for one-half work day in order to attend executive board meetings.

ARTICLE 4

LABOR MANAGEMENT COMMITTEE SHARED DECISION MAKING

4.1 Labor Management Committee

A Labor Management Committee shall be created which shall consist of the following individuals to discuss and resolve labor management issues that arise during the term of the upcoming agreement.

4.1.1 For the District

- ◇ Superintendent of Schools or his/her designee
- ◇ Counsel to the Board of Education and
- ◇ Any other person whose presence may be advisable or necessary for the purpose of discussing a specific issue or issues.

4.1.2 For the Association

- ◇ President of the Association
- ◇ All other officers of the Association
- ◇ NYSUT Representatives
- ◇ Any other persons whose presence may be available, advisable or necessary for discussion on a specific issue or topic

4.2 Frequency

The Labor Management Committee shall meet not more than one time per month (unless otherwise agreed) to discuss various issues affecting the parties. A written agenda of the meetings shall be agreed upon between the parties at a reasonable time prior to the scheduled meeting.

- 4.3 In order to foster good employee administrative relationships, each building may establish upon agreement between APSUE building representatives and building administrators a building labor-management committee. The function of the building level labor-management committee shall be to make effective recommendations to resolve building level issues as they arise. Every effort will be made by the building level labor-management committee and the building shared decision-making committee to avoid duplication of efforts. Membership on the building level labor-management committee shall be comprised of building administration and APSUE representatives and/or alternatives. The size of the committee will be determined jointly by building administration and APSUE representatives. Input will be sought from parties of interest.

Meetings of the building level labor-management committee shall occur regularly (at a mutually agreeable time) or following a request by a committee member. The district will support and encourage successful resolution of problems by consensus at the building level. Problems remaining unresolved at the building level shall be referred to the Unit III district level labor-management committee at the request of the building level labor-management committee. Building level labor management is not intended to supplant the existing grievance process; however, problems which might result in grievance procedures are not precluded from resolution through building level labor management.

4.4 Shared Decision Making

Members of the Association who are assigned by the Association as representatives to the District Shared Decision Making Committee or any subcommittee thereof, shall be given release time to attend meetings scheduled during their work day.

ARTICLE 5

PROFESSIONAL DEVELOPMENT

- 5.1 The District shall establish a professional development planning committee which will include APSUE representatives and a district level administrator.
- 5.2 The professional development planning committee shall identify and coordinate professional development activities with the District. These activities will include plans for a superintendent's conference day, use of professional development hours and guidelines for dissemination of information about conferences, attendance at conferences and distribution of conference reports.
- 5.3 Each unit member will be responsible for participation in at least ten hours of professional development per school year and will be responsible for providing proof of participation therein.
- 5.4 The professional development planning committee will develop a menu of professional development opportunities and designate hours among district building department and individual professional development activities and recommend procedures to APSUE for review and inclusion in the contract.
- 5.5
 - a. Professional development shall be beyond the unit members' ordinary duties.
 - b. Professional development shall expand, modify or enhance the standard duties of the unit member according to job title and position.
 - c. Professional development shall be uncompensated beyond the unit member's expenses which must be pre-approved.
 - d. Professional development is designed to enhance or improve unit member performance and/or student achievement.

ARTICLE 6

FORWARDING OF INFORMATION TO THE ASSOCIATION

- 6.1 Prior to the beginning of each school year, a mailing list of all members shall be forwarded to the president of the Association with their building assignments and type of appointment. This list shall be updated where any changes have occurred.
- 6.2 The Board will inform the Association of all Board meetings by letter to the president of the Association at his/her home address. If on any occasion the time is brief, a phone call will be made to be followed by a letter of confirmation.
- 6.3 Copies of the agenda of each upcoming Board meeting shall be forwarded to the president of the Association as soon as the agenda is produced.
- 6.4 A copy of the minutes of each Board meeting will be made available to the President of the Association when minutes are finally adopted.

ARTICLE 7

VACANCIES AND OPENINGS

- 7.1 The Superintendent or his designee shall inform the president of the Association of all vacancies and openings, stating the appropriate details, including the effective date of the opening, the nature of the assignment, description of the educational qualifications, salary range, and the probable date of appointment. The District agrees to give notice of vacancies as stated above to the Association president at least two weeks before the position is filled.

In addition, the District shall post lists of vacancies and openings in all buildings in a designated location as vacancies become known. These lists shall be posted for at least two (2) weeks before the vacant and/or open positions are filled by the District to permit current employees time to apply for any vacant APSUE positions.

- 7.2 The Association shall immediately advise the membership of such openings. All employees shall be considered solely on the basis of their individual qualifications. The District will strongly consider seniority and an employee's years of service with the District in filling vacancies. However, the District reserves its discretion in determining which applicant shall fill a vacant position.

- 7.3 No reported opening or vacancy shall be filled provisionally or permanently until at least two weeks after the notification required by the first paragraph of this section.
- 7.4 In the event a current employee applies for and is appointed to a new position which is in a higher paying title within the bargaining unit, the District shall apply the following principles to determine step placement:
- a. The employee shall be placed at the step in the new salary column which will provide the employee with a salary increase of at least \$1,500 per year (an employee may be placed no higher than the top step of a salary column and thus may have the minimum annual salary increase limited by this fact). When this process results in the employee being placed on Step 1 of the new salary column (e.g. the employee's current salary plus \$1,500 is less than Step 1 of the new salary column), and that employee has at least five (5) years of continuous full-time service with the District, then the employee shall be placed on Step 2 of the new salary column. If the employee has at least ten (10) years of continuous full-time service to the District, then the employee shall be placed on Step 3 of the new salary column. If the employee has at least fifteen (15) years of continuous full-time service to the District, then the employee shall be placed on Step 4 of the new salary column.
 - b. In the event an employee applies for and is appointed to a new position which is in a similar or lower paying title within the bargaining unit, then they shall be placed on the new salary schedule with full credit for their years of service in the District as set forth below.
 - c. When the employee's current position is less than twelve (12) months and the new position is a twelve (12) month position (e.g. moving from a 10 to a 12 month position), the employee's current salary will be converted into a twelve (12) month salary for the purpose of applying the above. The same shall also apply if an employee is moving from a twelve (12) month position to one less than twelve (12) months.
 - d. This provision shall only apply to service credit resulting from continuous full-time employment with the District immediately prior to appointment to the new promotional position. Any break in service caused by a loss of employment due to resignation or termination shall void any prior service credit.
- 7.5 The District agrees to start and to maintain a list of per diem substitutes for vacancies when members are not at work. The hiring of substitutes will be at the discretion of the District.

- 7.6 The district agrees to provide to the president of the Association with a list of civil service examinations, both open competitive and promotional, within five business days of receipt by the district. The district agrees that when members of this bargaining unit are on a list of eligible candidates as a result of having passed a promotional civil service examination, they will be offered an interview. The district agrees that all things being equal, it will offer promotion examinations prior to or at the same time as open competitive examinations. The district further agrees that if open competitive examinations are offered before or instead of promotional examinations, it will explain to APSUE in labor-management why it did not offer promotional examinations. The district will be specific in its explanation.

ARTICLE 8

SICK LEAVE

8.1 Sick Leave

- 8.1.1 Bargaining unit members hired subsequent to December 20, 1994 as 10-month employees will receive 10 days of sick leave per year. Bargaining unit members hired subsequent to December 20, 1994 as 12-month employees will receive 12 days of sick leave per year.
- 8.1.2 Bargaining unit members hired subsequent to December 20, 1994 as part-time 10-month employees may be absent without deduction from salary for personal illness and accrue sick leave units at the rate of 10 units of sick leave per year. Bargaining unit members hired subsequent to December 20, 1994 as part-time 12-month employees may be absent without deduction from salary for personal illness and accrue sick leave units at the rate of 12 units of sick leave per year.
- 8.1.3 All members of the bargaining unit shall have their sick leave and personal leave credited in full on July 1 of each year.
- 8.1.4 Members hired prior to December 20, 1994 who are full-time employees of the District may be absent without deduction from salary for personal illness and accrue sick leave at the rate of seventeen and one-half (17.5) days, except in the case of members who are employed on a ten-month basis who may accrue fifteen (15) days per year.
- 8.1.5 Members hired prior to December 20, 1994 who are part-time employees of the District may be absent without deduction from salary for personal illness and accrue sick leave units at the rate of seventeen and one-half (17.5) units per year, except in the case of members who are employed on a ten-month basis who may accrue fifteen (15) units per year. For

purposes of this section, unit means that portion of a workday worked by the part-time employee.

- 8.1.6 If the absence is for five or more consecutive working days, the employee must furnish a certificate from an attending physician stating that the employee may return to work and resume his/her regular duties.

8.2 Accumulated Sick Leave

- 8.2.1 Members of this bargaining unit may be absent without deduction in salary for personal illness beyond the days provided in 8.1 if his/her accumulated sick leave supports the granting of the additional sick leave days.

- 8.2.2 All members of this bargaining unit may accumulate unused sick leave days from year-to-year to a maximum accumulation of two hundred (200) days for each member.

8.3 Statement of Accumulated Sick Leave

Each member shall receive by November 1 of each school year, a written statement showing the number of days sick leave used during the previous year, and the total number of remaining sick leave days accumulated by the effected employee in accordance with past practice.

8.4 Sick Leave for Maternity

Members who are disabled from performing their duties because of pregnancy or post-delivery problems relating to pregnancy shall receive the sick leave benefits provided herein on the same basis for those whose disabilities are related to physical or emotional conditions. The requirements of Section 8.1 of this article shall apply to sick leave for maternity reasons.

8.5 Terminal Payment for Unused Sick Leave

- 8.5.1 A member who is eligible to retire as so defined in the New York Employees' Retirement System may be eligible for a lump sum terminal salary in an amount not to exceed 40 percent of the accumulated leave on a per diem basis as figured by dividing the actual salary payable and received for service during the period September 1 through June 30 as follows:

<u>Service</u>	<u>10-mo Employees</u>	<u>12-mo Employees</u>
20 years or more	1/200/day	1/240/day
15 years or more	1/300/day	1/380/day
10 years or more	1/400/day	1/480/day

8.5.2 To be eligible for terminal leave pay which will be payable on or about July 1 immediately following the year of the latest service, the member:

- ◊ Must be eligible for service retirement and meet the necessary requirements for such retirement.
- ◊ Must notify the Board by January 15th of the school year during which the retirement is to occur.

In the event of a disability retirement, the notification requirement herein shall not be enforced, and the employee shall be able to receive terminal leave pay if he or she meets the requirement for a disability retirement.

8.5.3 Under no circumstances will a terminal leave salary be given to a member who is not in service for the school year immediately preceding the retirement and, furthermore, no member will be eligible for the requirement leave salary who chooses a date other than June 30 or July 1, except in the event of a disability retirement, where there shall be no restriction on when the employee must retire in order to receive terminal pay.

8.6 Unused Sick Leave Buy Back

Beginning July 1, 1989 members who have accumulated one hundred (100) or more unused sick leave days may apply to the District to receive payment for such unused sick leave days to a maximum of ten (10) days per year. Payment will be in cash and computed upon the basis of 1/200 of the annual contract salary for ten-month employees and 1/240 of the annual salary for twelve-month employees for each day paid.

No later than September 1 of every school year the District agrees to notify applicants for the sick leave buy-back provision as to how many days, if any, will be authorized for buy back. The parties agree that a new application form will be designed which will no longer require an employee to have a notarized statement. Instead, the dated signature of the building level administrator will validate the application. The applicant is personally responsible for delivery of the application to the District Business Office by no later than March 1 of any year.

The District reserves the right to determine the actual number of days, up to a maximum of ten (10), that it will buy back in any given school year, depending upon budgetary considerations. In any case, all employees applying for such buy back will receive the same number of days.

8.7 **Sick Leave Bank**

- 8.7.1 A sick leave bank shall be established to provide additional leave for those members who have a prolonged, catastrophic or long-term illness or injury and who have exhausted their leave.
- 8.7.2 Membership in the bank shall be voluntary and will be indicated by signing a form provided by the Association prior to November 1 each year. The Association will provide the District with a membership list. Membership will be open to those members who have 20 days accumulated leave prior to the year in which they join.
- 8.7.3 Administration of the bank will be by a joint committee comprised of 3 members selected by the Association president and 2 members selected by the superintendent. Decisions will be by a 4/5 vote and shall be non-grievable. This committee may develop further rules required for the administration of the bank.
- 8.7.4 Contributions will consist of one day per member per year. The bank of available days is not to exceed two times the number of persons in the bargaining unit except when necessary to allow for new members. If the bank falls below 100 days, members may be assessed an additional day.
- 8.7.5 Withdrawals may be made when a member has exhausted all accumulated leave and taken 5 days of unpaid leave. In order to make withdrawals an employee must have been a member of the bank the previous school year. The member must provide medical documentation to support the illness or injury. The number of leave bank days a member may withdraw cannot exceed the number of accumulated leave days that the member had available at the beginning of the school year in which the days are withdrawn. In any case, the maximum number of days that may be withdrawn is 90. After a member has withdrawn all the leave bank days to which he/she is entitled, the member may reapply for extra days contingent upon the member applying for disability retirement under either any public retirement system or social security.
- 8.7.6 When a member is able to return to work, the member shall be assessed 3 days annually until the borrowed days are paid.

8.8 Leave Abuse

- 8.8.1 APSUE agrees that during the term of this agreement to work cooperatively with the district in labor-management to address the continuing problem of leave abuse and work toward its resolution.

ARTICLE 9

OTHER AUTHORIZED LEAVES

- 9.1 The Superintendent and the Association recognize that certain important obligations may entail a member to be absent from school. In the interest of performing all required duties and services, such absence must be limited. All members of this bargaining unit may receive five days of personal leave (which shall be deducted from sick leave accumulation) in any school year under the following conditions:
- 9.1.1 Request for such a leave should be given to the Superintendent at least two days in advance, except in case of emergency, when every effort should be made by the unit member to give notice as soon as possible.
- 9.1.2 Except in cases of real emergency, such personal leave days may not be taken on a school day either immediately before or immediately after a holiday or recess period. In this connection a weekend is not considered a holiday or recess period.
- 9.1.3 Requests for personal leave will be granted automatically when the member signs the absence record slip provided by the Board, checking one of the following reasons of absence:
- a. Funeral of a relative (not immediate family), fellow member, or close personal friend
 - b. Illness in the immediate family
 - c. Wedding in the immediate family
 - d. Marriage of the employed member
 - e. Graduation exercises for member on a school day
 - f. Graduation of son/daughter of member from college on a school day
 - g. Moving on a school day
 - h. Legal business on a school day
 - i. Attendance required at court (jury duty excluded)
 - j. Religious holidays
 - k. Confidential circumstances of a personal nature
- 9.1.4 Absences in excess of five days, for reasons indicated by Section 9.1.3, may be allowed by the Board with appropriate deduction in salary.

- 9.1.5 Cases of absence not provided for in 9.1.3, which pertain to personal leave, may be the subject of a special request by the member to the Board, which retains the prerogative of denying or of granting leaves, with or without deduction of salary.

9.2 **Bereavement Leave**

- 9.2.1 Members may be absent without deduction from salary because of the death of a parent, grandparent, guardian, spouse, brother, sister, child, in-law, grandchild, step-child, step-parent, and step-sibling, or other member of the family who resides in the household (to include domestic partners) not to exceed five (5) days (within an eight (8) calendar day period commencing on the date immediately following the death) for each death.

ARTICLE 10

VACATIONS/HOLIDAYS

10.1 **Twelve-Month Employees**

- 10.1.1 All twelve month employees hired prior to May 1, 1993 shall receive a total of three weeks of vacation time per year on each July 1st and a total of four weeks per year on the July 1st preceding the commencement of their 18th year of service (as determined by anniversary date from initial date of continuous employment) and each July 1st thereafter. Maintenance and custodial personnel shall receive the same vacation as above except their eligibility for four weeks of vacation time per year commences on the July 1st preceding the commencement of their 10th year of service (as determined by anniversary date from initial date of continuous employment) and each July 1st thereafter.
- 10.1.2 All twelve month employees hired subsequent to May 1, 1993 shall be provided initial vacation leave on the first July 1st following their commencement of employment in accordance with Article 10.1.3 below. Thereafter, such employees shall receive a total of three weeks of vacation time per year on the next July 1st succeeding the commencement of their 6th year of employment (as determined by anniversary date from initial date of continuous employment) and each July 1st thereafter, and a total of four weeks of vacation time on the July 1st succeeding the commencement of their 18th year of service (as determined by anniversary date from initial date of continuous employment) and each July 1st thereafter. Maintenance and custodial personnel shall receive the same vacation as above except their eligibility for four weeks of vacation time per year commences on the July 1st

succeeding the commencement of their 10th year of service (as determined by anniversary date from initial date of continuous employment and each July 1st thereafter.

- 10.1.3 Employees hired on or after July 1, 1997 shall receive initial vacation time awarded on the first July 1st following commencement of employment as follows:

<u>Month Work Commences</u>	<u>No Vacation Days</u>
July	10
August	9
September	8
October	7
November	6
December	5
January	4
February	3
March	2
April	1
May/June	0

- 10.1.4 Vacation time shall be taken at such time as determined by the member's immediate supervisor, principal or supervisor of buildings and grounds as the case may be, with the subsequent approval of the Superintendent.
- 10.1.5 An employee entitled to vacation may request the use of vacation time at any time during the fiscal year (i.e. July 1 – June 30) consistent with the requirement set forth in 10.1.4 above that the use of such vacation time is determined by the member's immediate supervisor, principal, or supervisor of buildings and grounds.
- 10.1.6 An employee may request to use vacation in single days, multiple days or weekly blocks. Employees shall request use of vacation leave, whenever possible, in writing to their immediate supervisor at least two weeks prior to the requested commencement date of vacation leave.
- 10.1.7 Any 10-month employee transferring or being appointed to a 12-month position which then entitles them to vacation time under this Article, shall have their eligibility for vacation time determined by their date of original hire as a result of continuous employment by the District.
- 10.1.8 Employees have the obligation to request and use vacation leave to which they are entitled under this Article. It is incumbent upon the employee to request and schedule the use of such leave so that it is used during the

year in which it may be taken. Any vacation leave unused by the employee in a year shall be lost and shall not carry over to the next year. If an employee is prevented from using some or all of his/her vacation time due to the demands of the District, it may be carried over to the next year.

Employees who leave employment with the District through a voluntary resignation or retirement and have accumulated vacation leave are entitled to be paid for that leave within one month of leaving District service, provided the employee provides at least fourteen (14) calendar days written notice to the District. This provision shall not apply to employees who are terminated for misconduct in accordance with Civil Service Law, Section 75 or any other applicable proceeding. If an employee who is terminated through such a proceeding and later successfully challenges such termination, then eligibility for payment of accrued vacation leave is restored.

- 10.1.9 July 1st shall be the accrual date for all twelve month employees for determining eligibility and entitlement to vacation leave. Vacation leave is earned in one school year for use in the following fiscal year.
- 10.1.10 Effective January 1, 1999 all employees will accrue vacation time in hours. Employees who accrued vacation days and changed to a longer workday prior to January 1, 1999 will transfer their accrued vacation time on a day-for-day basis (e.g. four hour cleaners who become eight hour cleaners or custodial workers will transfer vacation time in full day equivalents). After January 1, 1999 employees who change to a longer work day and who have accrued vacation hours will carry only those hours forward. For example, a four hour cleaner with 10 days or 40 hours of vacation leave who becomes an eight hour cleaner or custodial worker will carry forward the 40 hours of accrued vacation leave even though it would only equate to 5 days.
- 10.2 Members employed in the Adult Learning Center programs and/or the TV Studio will get three (3) weeks paid vacation each year. Said paid vacation shall be predicated upon the District obtaining federal funds.

10.3 Holidays

- 10.3.1 Members shall have those holidays off with pay as listed on the Superintendent's calendar, with the exception of the maintenance department (whose holidays shall be listed in Appendix F) and the hourly part-time food service helpers, who will have the following major holidays off with pay:

Christmas
New Year's Day
Thanksgiving Day
Good Friday
Memorial Day
Martin Luther King Day
Presidents Day

Note: The issue of holidays is currently in dispute between APSUE and the District and being determined pursuant to arbitration.

- 10.3.2 Custodians and cleaners shall have Christmas Eve day and New Year's Eve day off with full pay. In the event these days fall on a Sunday or a Monday, the work day following the holiday shall be provided to custodians and cleaners as a day off with pay.
- 10.3.3 In the event a holiday falls in a shutdown period, unit members will have that day off also. Ten-month employees will not be entitled to holiday pay for holidays that fall during July and August.

10.4 Floating Holidays/Administration Building Staff

- 10.4.1 It is recognized that certain members employed at the Administration Building work during certain school shutdown periods when other members are not required to report to work. It is therefore agreed that each affected employee will receive floating holidays to compensate for each of those days worked during each school year.

ARTICLE II

WORK DAY/WORK WEEK

11.1 Maintenance and Custodial Personnel

11.1.1 Maintenance and custodial personnel hired on or before March 3, 1999 shall have a work week from Monday through Friday which shall consist of forty (40) hours per week, eight (8) hours per day exclusive of lunch. Lunch periods shall be for a period of one-half (1/2) hour per day.

11.1.1.1 In the event the District needs such maintenance and custodial personnel to work a work week which includes a Saturday and/or Sunday (i.e., the weekend), volunteers will first be sought from within the building needing such weekend work. Whenever possible, one week's notice will be given of such need. The weekend is defined as 11:00 p.m. Friday through 7:00 a.m. Monday, except for those employees regularly scheduled for the last shift on Friday who will continue to work such shift without the differential set forth below.

11.1.1.2 In the event no employee volunteers or is available, the District may assign an employee to such revised work week from a rotating seniority list of maintenance and custodial personnel. The seniority list is to be established by building consisting of all maintenance and custodial personnel and visibly posted by building, in order of inverse seniority.

11.1.1.3 Employees assigned from the rotating list may exercise one "pass" per calendar year without explanation to the District. The District will then move to the next employee on the list. In the event, all available employees indicate a wish to "pass", the District retains the right to assign to the first employee so that coverage is provided.

11.1.1.4 Any employee who volunteers or is assigned to such revised workweek in accordance with the above will receive a differential of 25% of base salary for time worked on Saturday and/or Sunday, in addition to any other applicable stipends or differentials.

11.1.2 Maintenance and custodial personnel hired after March 3, 1999 may be assigned to any regular five day work week by the District, which may include Saturday and/or Sunday. No weekend differential as set forth in Article 11.1.1 above will be paid to such employees for weekend work. The work week shall consist of forty (40) hours per week, eight (8) hours per day exclusive of lunch. Lunch periods shall be for a period of one-half (1/2) hour per day.

- 11.1.2.1 An employee of the District whose initial date of hire by the District is on or before March 3, 1999 and who applies for and is appointed to a new title in the District (e.g. custodian to senior custodian) or a voluntary transfer (e.g. from second shift to first shift) after March 3, 1999 is considered to be subject to Article 11.1.2 for the purposes of this provision.
- 11.1.3 "Maintenance and Custodial Personnel" is defined as those titles listed on Salary Columns "A" and "B" of this Agreement.
- 11.1.4 Cleaners shall be assigned to a work week in accordance with the above provisions. Cleaners may be assigned to either a four or eight hour workday. Any cleaner assigned to a four hour work day who is required to work more than four hours per day shall be paid at the rate of time and one-half for such extra work. Eight hour cleaners will work an eight hour day, exclusive of lunch, at their regular rate of pay.
- 11.1.5 The work week is defined as 12:00 a.m. Monday through 11:59 p.m. Sunday.
- 11.1.6 Maintenance and custodial personnel assigned to one man schools shall be assigned as set forth above. However, their hours during the day shall be between the hours of 7:00 a.m. and 4:30 p.m. and shall include 1 and ½ hours for lunch per day. When school is not in session, these hours shall be between the hours of 7:00 a.m. and 3:30 p.m. and shall include one-half (1/2) hour for lunch.
- 11.2 **Standardized Workday for Clerical Employees**
- 11.2.1 Clerical employees may be hired to work either a seven or eight hour work day. In the event a clerical employee is hired to work an eight hour work day, their base pay shall be adjusted to reflect an additional hour's compensation per day.
- 11.3 **Length of Workday**
- 11.3.1 Teacher Aides – The length of work day for teacher aides shall be as follows: for aides working in the District as of June 30, 1996, the day shall be 6 hours exclusive of lunch; for teacher aides hired or recalled on or after July 1, 1996, the day shall be 6.5 hours exclusive of lunch. Aides hired on or after July 1, 2002 shall work 7.5 hours per day exclusive of lunch.
Teaching Assistants – The length of the workday shall be 7.5 hours per day exclusive of lunch.
- 11.3.2 All hours reflected are exclusive of lunch.

- 11.3.3 It is understood that the listing under ETV & ALC is for contract salary employees only. Part-time hourly employees will continue to work whatever they are assigned.
- 11.3.4 It is understood that this provision is as to the length of the work day for the titles listed and does not relate to the starting and ending times of those days.

Except as otherwise provided above, the length of the workday shall be as follows for the employees covered by the job titles and base salary columns in Appendix C:

Column A = 8 hours

Column B = 6.5 hours, except cleaners who shall work 4 or 8 hours

Column C = 5.5 hours

Column D = 7 hours

Column E = 7 hours

Column F = 7 hours

Column G = 7 hours

Column H = 5.5 hours

ETV & ALC = 7 hours for contract salary employees, hourly employees will work whatever hours they are assigned.

Part-time = hours as assigned.

11.4 **Building Surveillance**

- 11.4.1 Members who are required to engage in building surveillance on days when he/she does not ordinarily work shall receive one additional hour compensation at the rate of time and one-half (1 1/2) each day.

11.5 **After School Activities**

- 11.5.1 Maintenance and custodial personnel shall be paid at the rate of time and one-half for opening and closing the building when their building has been authorized for use after school hours by the Board. If more than 500 people are expected to use the building during the activity, two maintenance and custodial personnel shall be required to work. If less than 500 people are expected, the principal may, in his/her discretion, discuss the possibility of using an additional maintenance and custodial personnel.

11.6 **Evening School**

- 11.6.1 Custodians will receive compensation for three hours per evening school sessions.

11.7 **Shift Work**

11.7.1 At those District facilities that require a schedule where a second and/or third shift is necessary, the District agrees to compensate those employees working said shift with a five percent (5%) hourly shift differential over the normal rate of pay (which shall consist of base pay plus stipend, if any.)

11.8 **Part-time Hall Monitors** (fewer than 7 hours)

11.8.1 Shall be paid \$13.74 per hour; effective July 1, 2003; and \$14.19 effective July 1, 2004; \$14.69 per hour effective July 1, 2005; and \$15.20 effective July 1, 2006.

11.8.2 Shall not be provided health insurance under Article 17.7.

11.8.3 Shall receive sick and personal leave under Articles 8.1.2 and 9.1 commencing January 1, 1999.

11.8.4 Shall receive holidays as are provided part-time food service helpers under Article 10.3.1.

ARTICLE 12

**JOB DESCRIPTIONS, PROBATIONARY PERIOD
DISCIPLINE, REDUCTION IN FORCE, EVALUATIONS**

12.1 **Job Descriptions**

12.1.1 The District agrees to provide each member with a description of the employee's job upon approval of job titles and descriptions by the New York State Civil Service Commission and the District.

12.2 **Probationary Period**

12.2.1 The probationary period for non-competitive members shall be twelve (12) months. The probationary period for all competitive civil service members shall be governed by the applicable provisions of the Civil Service Law.

12.3 **Discipline**

12.3.1 The District shall follow the guidelines of Section 75 of the Civil Service Law of the State of New York (Appendix E) regarding the discipline of members who have become permanent. This provision shall apply to all

members.

12.4 **Reduction in Force**

- 12.4.1 The District agrees to establish layoff units for members who are in non-competitive and/or labor class positions. When it is necessary for a reduction in force the District shall lay off non-competitive and/or labor class employees utilizing the same criteria for competitive employees, as prescribed by law; i.e., members will be laid off by seniority – last in, first out.

12.5 **Evaluation Process**

- 12.5.1 Members of the Unit shall be formally evaluated concerning their job performance utilizing the evaluation form attached hereto, (Appendix F).
- 12.5.2 Permanently appointed employees shall be formally evaluated by the District once per year. Probationary employees shall be formally evaluated by the District during their probationary period. The number of evaluations during the probationary period shall be determined by the District based upon the length of the probationary period and the need for evaluations as evidenced by the performance of the probationary employee.
- 12.5.3 The use of the attached formal evaluation form as set forth above shall not preclude the District and supervisors of employees from conducting more frequent informal observations and counseling concerning an employee's work performance.
- 12.5.4 The supervisor completing the evaluation on an employee shall meet with the employee to discuss the evaluation prior to forwarding the evaluation to the employee's personnel file. The employee shall sign the evaluation form as an acknowledgement that the employee has been provided a copy of the evaluation.
- 12.5.5 The employee has the opportunity to provide a written response to the evaluation either on the form itself or provided thereafter within five work days of meeting with his/her supervisor. Any response provided by the employee shall be either included on the form or attached to the evaluation form when it is forwarded to the employee's personnel file.

ARTICLE 13

MISCELLANEOUS PROVISIONS

13.1 Uniforms

13.1.1 Custodial Personnel – All cleaners will receive five (5) smocks per year. Custodial personnel other than cleaners will receive a base supply of ten (10) uniforms to be replaced as necessary upon being turned in by the employee. Uniforms and smocks will be worn while on duty. Custodial personnel may wear shorts during the summer recess period so long as they are consistent in appearance with the remainder of the uniform and no students are in attendance at the employee's work location.

13.1.2 Food Service Helpers – Food service helpers will be provided five (5) uniforms, to be replaced as necessary upon return to the employer. Uniforms shall be worn while on duty and maintained in a clean fashion by employees.

13.1.3 Hall monitors-The District shall provide all full and part-time hall monitors with ten (10) uniform shirts, one (1) pullover windbreaker, and one (1) long sleeve shirt. Thereafter, the District shall replace uniforms as necessary upon being turned in by the employee. Uniforms will be worn while the employee is on duty.

13.2 Workers Compensation

13.2.1 Members who are absent from work due to injuries or an accident arising out of or in the course of employment or in the case of assault upon them shall have their sick leave accumulations credited by the amount of compensation that the District actually receives from Workers Compensation.

13.3 Snow or Emergency Days

13.3.1 The District agrees that it will not deduct pay from an employee's salary or leave credits (with the exception of maintenance and custodial personnel) for absence on a snow day or emergency day. Should a member employed at the Administration Building be asked to report for and engage in work on a snow or emergency day, he/she will receive compensatory time off with pay for reporting to work. Reporting to work will not be mandatory if conditions are unsafe.

13.4 **Out-of-Title Work**

- 13.4.1 Any member who is required to work in a job category higher than his/her own for a consecutive period in excess of ten working days, shall be compensated at the salary rate of the higher grade for any such day(s) in excess of the ten consecutive working days.

13.5 **Overtime**

- 13.5.1 Unless otherwise specifically set forth herein, any member who is required to report to work at times other than those specifically listed herein shall receive compensation for all of that time at the rate of time and one-half of the normal rate of pay.

- a. Members that are regularly scheduled to work eight (8) hours per day shall be paid at time and one-half of their regular hourly rates for all hours worked beyond eight (8) hours in a work day or forty (40) in a work week.
- b. Members that are regularly scheduled to work seven and one-half (7.5) hours per day shall be paid at time and one-half of their regular hourly rates for all hours worked beyond seven and one-half (7.5) hours in a work day or thirty-seven and one-half (37.5) hours in a work week.
- c. Members that are regularly scheduled to work seven (7.0) hours per day shall be paid at time and one-half of their regular hourly rates for all hours worked beyond seven (7.0) hours in a work day or thirty-five (35) hours in a work week.
- d. Members that are regularly scheduled to work less than seven (7.0) hours per day shall be paid at time and one-half of their regular hourly rates only for hours worked beyond seven (7.0) hours in a work day or thirty-five (35) hours in a work week. Hours worked up to seven (7.0) per day or thirty-five (35) per week, shall be paid at the normal rate of pay (i.e. straight time).

- 13.5.2 Overtime eligibility shall be calculated by including any hours for paid leave which shall be considered as "time worked" for determination of overtime eligibility.

13.6 **Paychecks**

- 13.6.1 Members will have the right to choose either a 21- or 26-pay period schedule.

13.7 **Mileage Reimbursement**

The District shall reimburse members for authorized use of their personal automobiles during the course of their employment at the rate established by the Internal Revenue Service (IRS).

13.8 **Cost of Fingerprinting Fees**

The District shall pay the cost for any current employee who as a result of a job change must be fingerprinted in accordance with applicable law.

13.9 **Breakfast and Lunch Duty**

The stipend for such duty shall be \$9.02 per hour; effective July 1, 2005, this rate shall be \$9.34 per hour; effective July 1, 2006, this rate shall be \$9.66 per hour. Lunch duty shall be strictly voluntary.

ARTICLE 14

TRANSFERS

14.1 A transfer, for purposes of this Article, is defined as the movement of an employee from one building to another building, from one shift to another shift (e.g. from a night shift to a day shift), or from a 10 month to a 12 month position. Transfer does not apply to situations in which an employee's physical work location is changed simply because the location where that work is being performed has been changed to a different location. For example, if a particular office concerning an activity is relocated by the District from one building to another, the change in location of employees working in that office does not constitute a transfer.

14.2 The President and Secretary of the Association will be notified of existing vacancies in the bargaining unit in accordance with Article 7.

14.3 Upon the occurrence of a vacancy and notification as described above and in Article 7, an employee may notify the District in writing by forwarding such notice to the Superintendent that he/she wishes to be considered for transfer to the vacancy. In addition, any member may request a transfer at any time. Any request for transfer submitted by an employee will only be maintained by the District until the end of the school year in which it is received.

14.4 An employee requesting a transfer to a vacancy shall be considered by the District before the District hires an external applicant to fill any such vacancy. The District will strongly consider the employee's seniority and

years of service in considering the request for the transfer. However, it is understood that the District reserves complete discretion in whether any request for transfer is granted.

- 14.5 Employees assigned to a second or third shift who request a transfer to a vacant day shift position in accordance with this provision shall be granted the request for transfer before the position is filled by an external applicant.
- 14.6 Any member who is being considered for a transfer initiated by the District may request an appointment with the Superintendent, or his/her designee, to discuss the matter prior to a final determination.
- 14.7 An employee transferred shall not lose salary or step credit.

ARTICLE 15

EMPLOYEE PROTECTION

15.1 Assault on a Unit Member

- 15.1.1 In the event that an assault on a member takes place during the course of his/her employment, the employee shall provide all particulars of the incident to his/her principal or any other administrator in charge.

The employee shall file a written notice with the Superintendent within 48 hours of the alleged assault, whenever possible. It will be the obligation of the Superintendent to notify the appropriate counsel who shall advise the employee of his/her rights under the law.

- 15.1.2 It shall be the responsibility of the employee to assist and cooperate with the Board, Administration and other authorities in prosecuting any charges against such student in the appropriate court or administrative agency. In such case the employee may be represented by an attorney for the District and/or his/her own attorney. In addition, the employee may elect to take independent action as a result of the assault, in which case it shall be at the employee's own expense and with counsel of the employee's choice. In the event an attorney for the District is unable to be present, such attorney shall notify the employee of the postponement of the adjourned date.

15.2 Save Harmless Provision

- 15.2.1 The Board acknowledges §3023 of the Education Law in which it agrees to save harmless and protect all employees from financial loss arising out

of any claim, demand, suit, or judgment by reason of alleged negligence or other act committed while the employee was acting in the discharge of his/her duties within the scope of the employee's employment and/or under the direction of the Board of Education resulting in accidental bodily injury to any person or accidental damage to the property of any person within or without the school building; it also acknowledges that the employees are directed by §3023 of the Education Law to deliver the original, or a copy, of any summons, complaint, process, demand or pleading to the Board of Education within ten days of the time the above-mentioned are served on the employee. The Board shall, in writing, notify each employee of the Board's duty to deliver any summons, complaint, process, notice, demand, or pleading to the Board of Education within ten school days after receipt.

15.3 Kitchen Mats

- 15.3.1 The district agrees to install approved kitchen mats throughout the district where necessary and appropriate.

ARTICLE 16

PERSONNEL RECORDS

- 16.1 An employee's personnel file, with all evaluations (other than confidential recommendations) will be open and available for inspection by the employee. Any evaluation, report, observation or written material concerning the professional or personal conduct, service, character, or personality of an employee (and covering employment in the District) which is placed in such personnel file shall immediately be made known to that employee.

- 16.2 Any complaint or derogatory letters that are directed towards an employee and which become a part of his/her permanent personnel file will be promptly called to the employee's attention. If such a complaint or derogatory letter is to be placed in his/her personnel file, the employee will be given an opportunity to attach a statement. Upon request the employee shall be given access to any or all aforementioned complaints or derogatory letters and attachments that are a part of his/her personnel file.

An employee shall receive a copy of any complaint, derogatory letter, or any other written correspondence to be placed in his or her personnel file, which shall be forwarded within three (3) business days of its placement in the file.

ARTICLE 17

COMPENSATION/HEALTH INSURANCE

17.1 **Compensation** – Members paid on the salary schedule shall be paid for the 2003 – 2004, 2004 – 2005, 2005 – 2006, 2006 – 2007 school years in accordance with the salary schedules contained in this Agreement as Appendix A. In addition to the percentage increases to the schedules, all members of the bargaining unit shall receive their normal increments.

17.1.1 The Salaries listed in Appendix A reflect increases to annual salaries of 3.0% in 2003 – 04, 3.25% in 2004 -05, 3.5% in 2005 – 06, 3.5% in 2006 – 07.

17.1.2 All hourly rates shall be increased by 3.0% in 2003 - 04, 3.25% in 2004 - 05, 3.5% in 2005 – 06, 3.5% in 2006 – 07.

17.1.3 Members employed in the ETV/ALC shall be paid in accordance with the schedule set forth below.

17.1.4 **Food Service Helpers**

Food service helpers in satellite schools shall receive an additional 2.5% of salary.

17.1.5 **Pensions**

The Board will continue to provide retirement for members as in the past.

Effective June 4, 2002, or as soon thereafter as can be reasonably implemented, the District shall elect to provide the benefits of retirement plan 75-i.

17.1.6 **IRS §125**

The District will offer dental and optical insurance through an IRS §125 regulation “cafeteria” plan at 100 percent payable by each member who participates through a payroll deduction.

17.1.7 **Reimbursement for Job Related Training**

17.1.8 A District and APSUE joint committee will review applications for the approval of courses. Unit members will receive 100 percent reimbursement of tuition for courses approved by the joint committee

provided the amount of reimbursement does not exceed the average course cost as determined by the joint committee.

17.1.9 **Step Placement**

17.1.9.1 In the event the District hires a member of this bargaining unit at a salary rate higher than step 1, it shall provide written notification to APSUE in labor management as to the rationale for such placement.

17.1.9.2 Eighty percent (80%) rule. To move from one step of the salary schedule from one year to the next, members who work 10 months must be hired by November 1; members who work 12 months must be hired prior to January 1.

17.1.10 **Stipends**

The district agrees that any future stipends for members of this bargaining unit from here on in will be a mandatory topic of bargaining. The parties recognize that some stipends have been generated over the years without APSUE's involvement. The district agrees that in the future it will cease and desist from this practice. The district agrees it will establish no new stipends without the participation of the Association.

17.1.11 **Longevities**

17.1.11.1 Longevity payments shall be made to employees on a salary column in Appendix A in the amount set forth below and in the amount set forth on Appendix A:

<u>Column</u>	<u>Payment</u> 2002-03	2003- 2004	2004- 2005	2005- 2006	2006- 2007
A	\$481	\$506	\$531	\$556	\$581
B	\$420	\$445	\$470	\$495	\$520
C	\$393	\$418	\$443	\$468	\$493
D	\$481	\$506	\$531	\$556	\$581
E	\$448	\$473	\$498	\$523	\$548
F	\$437	\$462	\$487	\$512	\$537
G	\$448	\$473	\$498	\$523	\$548
H	\$448	\$473	\$498	\$523	\$548

17.1.11.2 It is understood that by moving the longevity language from Article 17.4 to the salary schedules that the parties do not intend to have any employees or titles who did not previously receive longevity payments become eligible for longevity payments. All employees and titles who previously received longevity payments shall continue to receive such

payments. The first longevity increment will be paid after the completion of 12 years of continuous service in the Albany Public Schools or 12 years as of September 1 of that year. The second longevity increment will be paid by completion of 18 years of continuous service in the Albany Public Schools. The third longevity increment will be paid after completion of twenty-five (25) years of continuous service. Periods of absence due to service in the armed forces or illness for which a leave is granted by the board of education will be considered as part of continuous service.

If a part-time employee becomes full-time, that employee shall get pro rata credit for part-time service with the District.

- 17.1.12 Where any APSUE member covers a classroom for a teacher at the request of an administrator or his or her designee, that employee shall be paid in addition to his/her regular pay as follows:

Day	\$50
Half-Day	\$25
Period	\$10

17.2 Health Insurance

- 17.2.1 The District will provide health insurance for individual and dependent coverage under the following terms. The District will pay 100% of the premium of the "base plan" which shall be the Capital District Physicians' Health Plan. Any member selecting or continuing in a plan with a more expensive premium shall pay 100% of the additional cost of that plan above the base plan. Any employee selecting or continuing with a plan with a less expensive premium shall have 100% of that premium paid by the District. The intent is to have the District's contribution towards health insurance premium be no more than the premium of the base plan. Any employee who retires and is unable to secure coverage through the then existing base plan will be reimbursed for the premium of another plan up to the cost of the base plan upon presentation to the District of proof of coverage and cost incurred. Effective July 1, 2005, all members who elect to receive health insurance and whose annual base salary is \$15,000 or more shall contribute three percent (3%) of the cost of the premium for the base plan selected (i.e. individual or family). In the event an employee selects or continues in a plan with a premium which is more expensive then the base plan, the employee shall continue to pay 100% of the additional cost of that plan above the base plan. Employee contributions towards premium to be paid by payroll deductions. Consistent with any plan requirements, said contributions may be made through the District's IRS Section 125 plan. Upon retirement, employees shall revert to having the District provide

health insurance with the District paying 100% of the premium of the base plan as set forth herein. The District reserves the right to change the carrier which provides the base plan, any other HMO plan, and the indemnity plan set forth below to any comparable plan. In the event the District changes the carrier who provides the base plan, the President of the Association shall be notified and consulted in advance of any such change. In the event the Association does not agree that the new plan is comparable, it may submit the issue of comparability to arbitration in accordance with the grievance procedure in the Agreement.

- 17.2.2 Effective July 1, 1996 all unit members and retirees shall be required to pay a co-pay of \$5 for each prescription filled under the existing Blue Cross/Blue Shield prescription plan. No later than September 1, 1995 all members of this bargaining unit and retirees will have the benefit of mail order prescriptions with no co-pay.
- 17.2.3 The Board shall no longer be required to pay Medicare reimbursement to retirees who retire subsequent to the ratification of this agreement. Health insurance benefits for those retirees who retire prior to September 1, 1993 shall be the equivalent of those in place in effect on July 1, 1993. Health insurance benefits for those employees who retire on or after September 1, 1993 shall be those available to members at the time of their retirement unless a change is made unilaterally by the provider.
- 17.2.4 Upon ratification of this agreement the annual deductible for retirees will be \$200 for the individual and \$400 for the family plan and the prescription drug co-pay shall be \$4. All health maintenance organization benefits for retirees will be consistent with the benefits of the current staff.
- 17.2.5 Members of the bargaining unit are eligible to participate in the District's health insurance buyout program, consistent with the conditions of said program. Payment shall be in two (2) equal installments with payments being made in October and April. Effective July 1, 2005 the health insurance buyout program shall no longer be available to members of the unit who are married to other employees of the District and such members shall not be entitled to double coverage (e.g. married employees may have one family plan or two individual plans, but not two family plans). This last provision prohibiting "coverage plus the buy-out" for married employees shall not apply to any members of the unit married to other employees of the District as of June 30, 2005.

17.3 Retirement Incentive

17.3.1 For school year 2004 – 05 only, the District agrees to pay a retirement incentive of 20% of base pay to any member who retires provided such member satisfies the following conditions:

- a. The employee must notify the District in writing no later than March 1, 2005 of his/her unconditional intent to retire on or before June 30, 2005.
- b. This incentive is open to all members of the bargaining unit who are eligible to retire without penalty under the applicable rules of the NYSTRS or NYSEERS, or if not a member of either NYS retirement system, is at least 55 years of age;
- c. The incentive payment shall be made to the member within the same calendar year of retirement; and,
- d. To be eligible for this incentive, a member must have had at least ten (10) years of continuous service with the District immediately prior to retirement.

ARTICLE 18

GRIEVANCE PROCEDURE

18.1 Grievance Processing

The preparation and processing of grievances under the various steps of the procedure, including the space needed, shall be conducted during the hours of employment insofar as practicable. All reasonable effort will be made to avoid interruption of work activity and involvement of students in any phase of the grievance procedure.

18.2 Definitions

18.2.1 Grievance. A grievance shall be defined as a dispute or controversy between a member covered by this agreement and the Board, arising out of the application or interpretation of this Agreement, or a grievance as defined in Section 682, Subdivision 4 of Article 16 of the General Municipal Law.

A. Any dispute arising concerning the interpretation or application of the terms of this agreement or the rights claimed to exist thereunder, and

B. The definition of a grievance found in Article 16 of the General Municipal Law.

18.2.2 Grievant. A member, group of members, or the Association, who are affected by a grievance.

18.2.3 Party of Interest. The person or persons making the claim, and any person who might be required to take action or against whom action might be taken in order to resolve the problem.

18.3 There will be a 30 work-day statute of limitations for filing grievances. The 30 work-day period for filing grievances shall commence when the grievant or Association knew or should have known of the action giving rise to the grievance.

18.4 Purpose

The primary purpose of the procedure set forth in this section is to secure, at the lowest level possible, equitable solutions to the problems of the parties. Nothing contained herein shall be construed as limiting the right of any unit member having a grievance to discuss the matter informally with any appropriate member of the administration.

18.5 Policy

A member shall have the right to be represented at any stage of the procedure by a person or persons of his/her own choice. All hearings shall be confidential. Each party to a grievance shall have access at reasonable times to all written statements and records pertaining to such case. Members are guaranteed the right to present grievances free from any interference, coercion, restraint, discrimination or reprisal.

18.6 Procedure

18.6.1 Informal Stage

The aggrieved party shall present orally his/her grievance to the appropriate administrator who shall informally discuss the grievance with the grievant.

18.6.2 Determination in Five Days

The appropriate administrator shall render his/her determination to the aggrieved unit member within five (5) school days after the grievance has been presented.

18.6.3 Review

Within five (5) school days after a determination has been rendered at the preceding stage, any aggrieved party may present a written request to the Superintendent for review and determination, with copies to all Board members. Included in this written statement will be the nature of the grievance, settlement desired, and the previous determination.

18.6.4 Superintendent's Determination Hearing Requested

18.6.4.1 The Superintendent shall render a determination with ten (10) school days after receipt of the written statements pursuant to article 18.6 have been received. Copies of his determination and the reasons therefore shall be forwarded to all Board members by the Superintendent.

18.6.4.2 Within five (5) school days of the Superintendent's receipt of the written statement noted above, any of the parties of interest may request a hearing before the Superintendent. If such a request is received, the Superintendent shall schedule same within ten (10) school days after the receipt of the written statements referenced above. If such a hearing is held, members of the Board may attend same. A determination shall be rendered within five (5) school days of the date of the hearing.

18.7 Arbitration

18.7.1 If the aggrieved party is not satisfied with a determination of the Superintendent, the aggrieved may request binding arbitration within thirty (30) days. All such requests shall be submitted to the Superintendent. The parties agree to utilize a panel of arbitrators which shall include Jeffrey Selchick, Michael Lewandowski, and Thomas Hines. The parties shall rotate the aforementioned Arbitrators, unless they mutually agree to go out of order and choose another one of the Arbitrators. The parties may mutually agree to amend this list at any time in writing and may agree to submit a particular grievance to any mutually acceptable arbitrator, even if said arbitrator does not appear on this panel list.

18.7.2 The costs of the services of the arbitration, including expenses, if any, will be borne equally by the Board of Education and the aggrieved. The aggrieved retains the right to pursue the grievance through the

Commissioner of Education and the Courts in keeping with the statutes and regulations pertaining therein.

18.7.3 The decision of the arbitrator shall be final and binding.

18.8 **Time Limits**

If for any reason, determinations are not rendered or hearings are not held within the time limits of any stage, the aggrieved may proceed directly to the next stage. The specifications of time limits in this article in terms of "school days" shall not delay processing grievances during the summer or other recesses.

18.9 **Association Participation**

Association representation shall be as authorized by relevant statutes.

18.10 The procedure in which the District can file a grievance shall be the proper subject of the labor management committee set forth in Article 4. The Association agrees that binding arbitration will be the last step of that procedure as in 18.7 above.

ARTICLE 19

Rights of Teaching Assistants

19.1 **Discipline**

19.2 Any discipline of a tenured teaching assistant shall be in accordance with applicable Education Law.

19.3 **Notice**

19.4 Probationary teaching assistants whose probationary period expires between the dates of August 31 through December 31 of any school year shall be notified no later than March 15 of the same calendar year if they are to be denied tenure. All other probationary teaching assistants to be denied tenure shall be notified no later than six (6) months prior to the expiration of their probationary period.

19.5 **Fair Dismissal**

19.6 In accordance with applicable Education Law, a teaching assistant whose services are not to be continued will be furnished with a written statement giving the reasons for dismissal, upon written request.

19.7 **Layoff**

19.8 In the event that a teaching assistant position is abolished, the individual holding that position shall be entitled to the rights provided by NYS Education Law.

ARTICLE 20

DURATION OF AGREEMENT

The provisions of this Agreement shall be effective July 1, 2003 and shall remain in force and effect through June 30, 2007 and thereafter shall be renewed automatically for successive terms of one (1) year each, unless by December 1, prior to the expiration date of the Agreement year involved, either party shall have given written notice of its desire to modify the Agreement.

Nancy Vagiano
For the Association

Joseph
For the District

8/31/05
Date

9/1/05
Date

APPENDIX A
SALARY SCHEDULES

2003-04 Salary Schedule												
		Fd Service	Fd Service	Fd Service	Fd Service	Cook	Cook	Sch Lunch	Fd Service	Hall	Home Sch	Locker Rm
		Helper	Helper GF	Helper	Helper GF		Manager	Manager	Truck Driver	Monitor	Coord	Attendant
		New Hire		New Hire	Satellite							
				Satellite	Schools							
				Schools								
Part-time Hourly		8.98	8.98	8.98	8.98				10.71	13.74		
Step												
1	Annual	9,878.00	12,254.00	10,120.00	12,551.00	11,902.00	17,699.00	25,366.00	17,794.00	23,730.00	45,024.00	11,674.00
2	Annual	10,076.00	12,507.00	10,318.00	12,804.00	12,144.00	18,051.00	25,872.00	18,158.00	24,206.00	45,914.40	11,908.00
3	Annual	10,274.00	12,749.00	10,527.00	13,068.00	12,386.00	18,414.00	26,389.00	18,522.00	24,696.00	46,838.40	12,142.00
4	Annual	10,483.00	13,013.00	10,736.00	13,321.00	12,628.00	18,777.00	26,917.00	18,886.00	25,186.00	47,779.20	12,389.00
5	Annual	10,692.00	13,266.00	10,956.00	13,585.00	12,881.00	19,162.00	27,456.00	19,264.00	25,690.00	48,736.80	12,636.00
6	Annual	10,901.00	13,530.00	11,176.00	13,860.00	13,145.00	19,536.00	28,006.00	19,656.00	26,208.00	49,711.20	12,883.00
7	Annual	11,121.00	13,805.00	11,396.00	14,135.00	13,409.00	19,932.00	28,567.00	20,048.00	26,726.00	50,702.40	13,143.00
8	Annual	11,352.00	14,080.00	11,627.00	14,421.00	13,673.00	20,328.00	29,139.00	20,440.00	27,258.00	51,710.40	13,416.00
9	Annual	11,572.00	14,366.00	11,858.00	14,707.00	13,948.00	20,735.00	29,722.00	20,846.00	27,804.00	52,752.00	13,676.00
10	Annual	11,803.00	14,861.00	12,089.00	15,224.00	14,223.00	21,153.00	30,316.00	21,476.00	28,784.00	54,331.20	13,949.00
10GFS	Annual	0	0	0	0	14,729.00	25,333.00	0	0	0	0	14,261.00
10GFT	Annual	0	0	0	0	15,510.00	29,986.00	40,524.00	0	0	0	16,640.00

2003-04 Salary Schedule										
		Clerk	Clerk	Receptionist	Typist 10mth	Typist 10mth	Typist 12mth	Typist 12mth	Stenographer	Stenographer
		10 month	12 month		hired after 11/18/04	GF Schedule	hired after 11/18/04	GF Schedule	10 month	12 month
					Stores Clerk 10 mth	Stores Clerk 10 mth	Stores Clerk 12 mth	Stores Clerk 12 mth		
					new hires	GF Schedule	new hires	GF Schedule		
Step										
1	Annual	17,220.00	20,664.00	21,268.80	19,600.00	23,730.00	23,520.00	28,476.00	21,112.00	25,334.40
2	Annual	17,570.00	21,084.00	21,688.80	19,992.00	24,206.00	23,990.40	29,047.20	21,532.00	25,838.40
3	Annual	17,920.00	21,504.00	22,125.60	20,398.00	24,696.00	24,477.60	29,635.20	21,966.00	26,359.20
4	Annual	18,270.00	21,924.00	22,562.40	20,804.00	25,186.00	24,964.80	30,223.20	22,400.00	26,880.00
5	Annual	18,634.00	22,360.80	23,016.00	21,210.00	25,690.00	25,452.00	30,828.00	22,848.00	27,417.60
6	Annual	19,012.00	22,814.40	23,486.40	21,644.00	26,208.00	25,972.80	31,449.60	23,310.00	27,972.00
7	Annual	19,390.00	23,268.00	23,956.80	22,078.00	26,726.00	26,493.60	32,071.20	23,772.00	28,526.40
8	Annual	19,782.00	23,738.40	24,427.20	22,512.00	27,258.00	27,014.40	32,709.60	24,248.00	29,097.60
9	Annual	20,174.00	24,208.80	24,914.40	22,960.00	27,804.00	27,552.00	33,364.80	24,738.00	29,685.60
10	Annual	20,580.00	24,696.00	25,418.40	23,422.00	28,784.00	28,106.40	34,540.80	25,228.00	30,273.60
10GFS	Annual	0	0	31,416.00	0	0	0	0	0	0
10GFT	Annual	0	0	34,524.00	0	0	0	0	30,044.00	0

2003-04 Salary Schedule											
		Account	Payroll	Sr. Acct	Principal	Office	Teach Aide	Teach Aide	Teach Aide	Teach Aide	Health
		Clerk	Acct Clerk	Clerk	Acct Clerk	Manager	hired before 4/29/93	hired 4/29/93-6/30/96	hired 7/1/96-7/1/02	hired after 7/1/02	Care Aides
		Hlth Ins Technician									
Step											
1	Annual	28,123.20	29,114.40	33,583.20	43,160.00	31,768.80	0	0	0	16,470.00	15,848.00
2	Annual	28,677.60	29,702.40	34,255.20	44,033.60	32,407.20	0	0	0	16,800.00	16,170.00
3	Annual	29,265.60	30,290.40	34,944.00	44,907.20	33,045.60	0	0	0	17,130.00	16,492.00
4	Annual	29,836.80	30,895.20	35,632.80	45,801.60	33,717.60	0	0	0	17,475.00	16,814.00
5	Annual	30,441.60	31,516.80	36,355.20	46,716.80	34,389.60	0	25,692.00	25,688.00	17,820.00	17,150.00
6	Annual	31,046.40	32,138.40	37,077.60	47,652.80	35,078.40	0	26,208.00	26,208.00	18,180.00	17,500.00
7	Annual	31,668.00	32,793.60	37,816.80	48,609.60	35,784.00	0	26,724.00	26,728.00	18,540.00	17,850.00
8	Annual	32,306.40	33,448.80	38,572.80	49,587.20	36,489.60	0	27,264.00	27,261.00	18,915.00	18,200.00
9	Annual	32,944.80	34,104.00	39,345.60	50,564.80	37,228.80	0	27,804.00	27,807.00	19,290.00	18,564.00
10	Annual	33,616.80	34,792.80	40,135.20	51,584.00	37,968.00	31,980.00	28,776.00	28,782.00	19,965.00	18,942.00
10GFS	Annual	0	36,489.60	41,882.40	0	0	0	0	0	0	0
10GFT	Annual	38,220.00	39,496.80	44,184.00	0	38,908.80	0	0	0	0	0

2003-04 Salary Schedule											
		Senior	Head	Supervising	AV Aide	AV Technician	Instr Comp Tech	Educ TV Spec	Technology	Sr. Technology	Data Base
		Custodian	Custodian	Custodian- AHS					Supp Specialist	Supp Specialist	Engineer
		Head Custodian									
		AHS 2nd shift									
		Labor Foreman									
Step											
1	Annual	37,113.60	39,283.20	41,164.80	0	0	0	0	0	0	0
2	Annual	37,708.80	39,897.60	41,760.00	0	0	0	0	0	0	0
3	Annual	38,304.00	40,492.80	42,355.20	0	0	0	0	0	0	0
4	Annual	38,937.60	41,126.40	42,988.80	0	0	0	0	0	0	0
5	Annual	39,571.20	41,760.00	43,622.40	0	0	0	0	0	0	0
6	Annual	40,204.80	42,393.60	44,256.00	0	0	0	0	0	0	0
7	Annual	40,876.80	43,046.40	44,908.80	0	0	0	0	0	0	0
8	Annual	41,548.80	43,718.40	45,600.00	0	0	0	0	0	0	0
9	Annual	42,220.80	44,409.60	46,272.00	0	0	0	0	0	0	0
10	Annual	43,449.60	45,638.40	47,500.80	0	0	33,110.00	42,112.00	28,840.00	49,446.00	57,006.00
10GFS	Annual	0	0	0	33,110.00	33,628.00	0	0	0	0	0
10GFT	Annual	0.00	0	52,742.40	45,332.00	43,246.00	0	0	0	0	0

2004-05 Salary Schedule												
		Fd Service	Fd Service	Fd Service	Fd Service	Cook	Cook	Sch Lunch	Fd Service	Hall	Home Sch	Locker Rm
		Helper	Helper GF	Helper	Helper GF		Manager	Manager	Truck Driver	Monitor	Coord	Attendant
		New Hire		New Hire	Satellite							
				Satellite	Schools							
				Schools								
Part-time Hourly		9.27	9.27	9.27	9.27				11.06	14.19		
Step												
1	Annual	10,197.00	12,661.00	10,703.00	13,277.00	12,287.00	18,271.00	26,191.00	18,382.00	24,500.00	46,485.60	12,051.00
2	Annual	10,406.00	12,914.00	10,912.00	13,541.00	12,540.00	18,645.00	26,719.00	18,746.00	24,990.00	47,409.60	12,298.00
3	Annual	10,615.00	13,167.00	11,132.00	13,816.00	12,782.00	19,008.00	27,247.00	19,124.00	25,494.00	48,367.20	12,545.00
4	Annual	10,824.00	13,431.00	11,352.00	14,091.00	13,046.00	19,393.00	27,797.00	19,502.00	25,998.00	49,324.80	12,792.00
5	Annual	11,044.00	13,695.00	11,583.00	14,366.00	13,299.00	19,778.00	28,347.00	19,894.00	26,530.00	50,316.00	13,052.00
6	Annual	11,264.00	13,970.00	11,814.00	14,663.00	13,563.00	20,174.00	28,919.00	20,286.00	27,048.00	51,324.00	13,312.00
7	Annual	11,484.00	14,256.00	12,056.00	14,949.00	13,838.00	20,581.00	29,491.00	20,692.00	27,594.00	52,348.80	13,572.00
8	Annual	11,715.00	14,542.00	12,298.00	15,257.00	14,113.00	20,988.00	30,085.00	21,112.00	28,140.00	53,390.40	13,845.00
9	Annual	11,935.00	14,828.00	12,540.00	15,554.00	14,399.00	21,406.00	30,690.00	21,532.00	28,714.00	54,465.60	14,118.00
10	Annual	12,177.00	15,345.00	12,793.00	16,104.00	14,685.00	21,835.00	31,295.00	22,176.00	29,708.00	56,095.20	14,404.00
10GFS	Annual	0	0	0	0	15,499.00	26,664.00	0	0	0	0	15,015.00
10GFT	Annual	0	0	0	0	16,016.00	30,965.00	41,844.00	0	0	0	17,186.00

2004-05 Salary Schedule										
		Clerk	Clerk	Receptionist	Typist 10mth	Typist 10mth	Typist 12mth	Typist 12mth	Stenographer	Stenographer
		10 month	12 month		hired after 11/18/04	GF Schedule	hired after 11/18/04	GF Schedule	10 month	12 month
					Stores	Stores	Stores	Stores		
					Clerk 10 mth	Clerk 10 mth	Clerk 12 mth	Clerk 12 mth		
					new hires	GF Schedule	new hires	GF Schedule		
Step										
1	Annual	17,780.00	21,336.00	21,957.60	20,244.00	24,500.00	24,292.80	29,400.00	21,798.00	26,157.60
2	Annual	18,130.00	21,756.00	22,394.40	20,636.00	24,920.00	24,763.20	29,904.00	22,232.00	26,678.40
3	Annual	18,494.00	22,192.80	22,848.00	21,056.00	25,494.00	25,267.20	30,592.80	22,680.00	27,216.00
4	Annual	18,872.00	22,646.40	23,301.60	21,476.00	25,998.00	25,771.20	31,197.60	23,128.00	27,753.60
5	Annual	19,250.00	23,100.00	23,772.00	21,910.00	26,530.00	26,292.00	31,836.00	23,590.00	28,308.00
6	Annual	19,628.00	23,553.60	24,242.40	22,344.00	27,048.00	26,812.80	32,457.60	24,066.00	28,879.20
7	Annual	20,020.00	24,024.00	24,729.60	22,792.00	27,594.00	27,350.40	33,112.80	24,542.00	29,450.40
8	Annual	20,426.00	24,511.20	25,216.80	23,240.00	28,140.00	27,888.00	33,768.00	25,046.00	30,055.20
9	Annual	20,832.00	24,998.40	25,737.60	23,716.00	28,714.00	28,459.20	34,456.80	25,536.00	30,643.20
10	Annual	21,252.00	25,502.40	26,241.60	24,192.00	29,708.00	29,030.40	35,649.60	26,054.00	31,264.80
10GFS	Annual	0	0	33,079.20	0	0	0	0	0	0
10GFT	Annual	0	0	35,649.60	0	0	0	0	31,024.00	0

2004-05 Salary Schedule											
		Account	Payroll	Sr. Acct	Principal	Office	Teach Aide	Teach Aide	Teach Aide	Teach Aide	Health
		Clerk	Acct Clerk	Clerk	Acct Clerk	Manager	hired before 4/29/93	hired 4/29/93-6/30/96	hired 7/1/96-7/1/02	hired after 7/1/02	Care Aides
		Health Ins Technician									
Step											
1	Annual	29,030.40	30,055.20	34,675.20	44,553.60	32,793.60	0	0	0	17,010.00	16,366.00
2	Annual	29,618.40	30,660.00	35,364.00	45,448.00	33,465.60	0	0	0	17,340.00	16,688.00
3	Annual	30,206.40	31,281.60	36,069.60	46,363.20	34,120.80	0	0	0	17,685.00	17,024.00
4	Annual	30,811.20	31,903.20	36,792.00	47,299.20	34,809.60	0	0	0	18,045.00	17,360.00
5	Annual	31,432.80	32,541.60	37,531.20	48,235.20	35,498.40	0	0	0	18,405.00	17,710.00
6	Annual	32,054.40	33,196.80	38,287.20	49,192.00	36,220.80	0	27,048.00	27,053.00	18,765.00	18,060.00
7	Annual	32,692.80	33,852.00	39,043.20	50,190.40	36,943.20	0	27,600.00	27,599.00	19,155.00	18,424.00
8	Annual	33,348.00	34,524.00	39,832.80	51,188.80	37,682.40	0	28,140.00	28,145.00	19,530.00	18,802.00
9	Annual	34,020.00	35,212.80	40,622.40	52,208.00	38,438.40	0	28,704.00	28,704.00	19,920.00	19,166.00
10	Annual	34,708.80	35,918.40	41,445.60	53,248.00	39,194.40	33,024.00	29,712.00	29,718.00	20,625.00	19,558.00
10GFS	Annual	0	38,404.80	44,083.20	0	0	0	0	0	0	0
10GFT	Annual	39,463.20	40,773.60	45,612.00	0	40,168.80	0	0	0	0	0

2004-05 Salary Schedule		Teaching	Laundry	Cleaner	Cleaner	Cleaner	Custodial	Bldg Maint	Custodian	Maintenance
		Assistant	Worker	8hr - 10mth	4 hr	8hr - 12mth	Worker	Worker	Night Shift	Mechanic
								Mtr Vehicle		Custodian
								Operator/Cust		Team Leader
										Safety Specialist
										Sr Cust - AHS
Step										
1	Annual	22,365.00	12,038.00	23,616.00	14,284.80	28,569.60	30,796.80	31,065.60	33,350.40	35,904.00
2	Annual	22,815.00	12,285.00	24,096.00	14,572.80	29,145.60	31,411.20	31,680.00	33,964.80	36,537.60
3	Annual	23,280.00	12,532.00	24,592.00	14,860.80	29,721.60	32,044.80	32,313.60	34,598.40	37,152.00
4	Annual	23,745.00	12,779.00	25,056.00	15,158.40	30,316.80	32,678.40	32,966.40	35,232.00	37,804.80
5	Annual	24,210.00	13,026.00	25,552.00	15,456.00	30,912.00	33,331.20	33,619.20	35,884.80	38,457.60
6	Annual	24,705.00	13,299.00	26,064.00	15,772.80	31,545.60	34,003.20	34,272.00	36,556.80	39,110.40
7	Annual	25,200.00	13,559.00	26,592.00	16,089.60	32,179.20	34,675.20	34,963.20	37,248.00	39,801.60
8	Annual	25,695.00	13,832.00	27,120.00	16,406.40	32,812.80	35,366.40	35,654.40	37,939.20	40,492.80
9	Annual	26,205.00	14,105.00	27,680.00	16,732.80	33,465.60	36,076.80	36,364.80	38,649.60	41,203.20
10	Annual	26,730.00	14,391.00	28,640.00	17,318.40	34,636.80	37,344.00	37,612.80	39,897.60	42,470.40
10GFS	Annual	0	0	0	0	0	0	0	0	0
10GFT	Annual	0	17,472.00	0	0	0	0	0	0	38,304.00

2004-05 Salary Schedule											
		Senior	Head	Supervising	AV Aide	AV Technician	Instr Comp Tech	Educ TV Spec	Technology	Sr. Technology	Data Base
		Custodian	Custodian	Custodian- AHS					Supp Specialist	Supp Specialist	Engineer
		Head Custodian									
		AHS 2nd shift									
		Labor Foreman									
Step											
1	Annual	38,304.00	40,569.60	42,489.60	0	0	0	0	0	0	0
2	Annual	38,937.60	41,184.00	43,104.00	0	0	0	0	0	0	0
3	Annual	39,552.00	41,817.60	43,737.60	0	0	0	0	0	0	0
4	Annual	40,204.80	42,451.20	44,371.20	0	0	0	0	0	0	0
5	Annual	40,857.60	43,104.00	45,024.00	0	0	0	0	0	0	0
6	Annual	41,510.40	43,776.00	45,696.00	0	0	0	0	0	0	0
7	Annual	42,201.60	44,448.00	46,387.20	0	0	0	0	0	0	0
8	Annual	42,892.80	45,139.20	47,078.40	0	0	0	0	0	0	0
9	Annual	43,603.20	45,849.60	47,788.80	0	0	0	0	0	0	0
10	Annual	44,870.40	47,116.80	49,036.80	0	0	34,188.00	43,470.00	29,778.00	51,048.00	58,860.00
10GFS	Annual	0	0	0	34,188.00	34,720.00	0	0	0	0	0
10GFT	Annual	0.00	0	54,470.40	46,802.00	43,246.00	0	0	0	0	0

2005-06 Salary Schedule										
		Clerk	Clerk	Receptionist	Typist 10mth	Typist 10mth	Typist 12mth	Typist 12mth	Stenographer	Stenographer
		10 month	12 month		hired after 11/18/04	GF Schedule	hired after 11/18/04	GF Schedule	10 month	12 month
					Stores	Stores	Stores	Stores		
					Clerk 10 mth	Clerk 10 mth	Clerk 12 mth	Clerk 12 mth		
					new hires	GF Schedule	new hires	GF Schedule		
Step										
1	Annual	18,396.00	22,075.20	22,730.40	20,944.00	25,368.00	25,132.80	30,441.60	22,568.00	27,081.60
2	Annual	18,774.00	22,528.80	23,184.00	21,364.00	25,872.00	25,636.80	31,046.40	23,016.00	27,619.20
3	Annual	19,152.00	22,982.40	23,654.40	21,798.00	26,390.00	26,157.60	31,668.00	23,478.00	28,173.60
4	Annual	19,530.00	23,436.00	24,124.80	22,232.00	26,908.00	26,678.40	32,289.60	23,940.00	28,728.00
5	Annual	19,922.00	23,906.40	24,595.20	22,666.00	27,454.00	27,199.20	32,944.80	24,416.00	29,299.20
6	Annual	20,314.00	24,376.80	25,099.20	23,128.00	28,000.00	27,753.60	33,600.00	24,906.00	29,887.20
7	Annual	20,720.00	24,864.00	25,603.20	23,590.00	28,560.00	28,308.00	34,272.00	25,410.00	30,492.00
8	Annual	21,140.00	25,368.00	26,107.20	24,066.00	29,134.00	28,879.20	34,960.80	25,914.00	31,096.80
9	Annual	21,560.00	25,872.00	26,628.00	24,542.00	29,708.00	29,450.40	35,649.60	26,432.00	31,718.40
10	Annual	21,994.00	26,392.80	27,165.60	25,032.00	30,758.00	30,038.40	36,909.60	26,964.00	32,356.80
10GFS	Annual	0	0	34,893.60	0	0	0	0	0	0
10GFT	Annual	0	0	36,892.80	0	0	0	0	32,116.00	0

2005-06 Salary Schedule											
		Account	Payroll	Sr. Acct	Principal	Office	Teach Aide	Teach Aide	Teach Aide	Teach Aide	Health
		Clerk	Acct Clerk	Clerk	Acct Clerk	Manager	hired before 4/29/93	hired 4/29/93- 6/30/96	hired 7/1/96- 7/1/02	hired after 7/1/02	Care Aides
		Hlth Ins									
		Technician									
Step											
1	Annual	30,055.20	31,113.60	35,884.80	46,113.60	33,952.80	0	0	0	17,595.00	16,940.00
2	Annual	30,660.00	31,735.20	36,607.20	47,049.60	34,624.80	0	0	0	17,955.00	17,276.00
3	Annual	31,264.80	32,373.60	37,346.40	47,985.60	35,313.60	0	0	0	18,315.00	17,626.00
4	Annual	31,886.40	33,012.00	38,085.60	48,942.40	36,019.20	0	0	0	18,675.00	17,976.00
5	Annual	32,524.80	33,684.00	38,841.60	49,920.00	36,741.60	0	0	0	19,050.00	18,326.00
6	Annual	33,180.00	34,356.00	39,631.20	50,918.40	37,480.80	0	0	0	19,425.00	18,704.00
7	Annual	33,852.00	35,044.80	40,420.80	51,937.60	38,236.80	0	28,560.00	28,561.00	19,815.00	19,068.00
8	Annual	34,524.00	35,733.60	41,227.20	52,977.60	38,992.80	0	29,136.00	29,133.00	20,220.00	19,460.00
9	Annual	35,212.80	36,456.00	42,050.40	54,038.40	39,782.40	0	29,712.00	29,718.00	20,610.00	19,838.00
10	Annual	35,918.40	37,178.40	42,890.40	55,120.00	40,572.00	34,176.00	30,756.00	30,758.00	21,345.00	20,244.00
10GFS	Annual	0	40,504.80	46,519.20	0	0	0	0	0	0	0
10GFT	Annual	40,857.60	42,201.60	47,208.00	0	41,563.20	0	0	0	0	0

2005-06 Salary Schedule										
		Teaching	Laundry	Cleaner	Cleaner	Cleaner	Custodial	Bldg Maint	Custodian	Maintenance
		Assistant	Worker	8hr - 10mth	4 hr	8hr - 12mth	Worker	Worker	Night Shift	Mechanic
								Mtr Vehicle		Custodian
								Operator/Cust		Team Leader
										Safety Specialist
										Sr Cust - AHS
Step										
1	Annual	23,160.00	12,467.00	24,448.00	14,784.00	29,568.00	31,872.00	32,160.00	34,521.60	37,171.20
2	Annual	23,610.00	12,714.00	24,944.00	15,081.60	30,163.20	32,505.60	32,793.60	35,155.20	37,804.80
3	Annual	24,090.00	12,961.00	25,440.00	15,379.20	30,758.40	33,158.40	33,446.40	35,808.00	38,457.60
4	Annual	24,570.00	13,221.00	25,936.00	15,686.40	31,372.80	33,830.40	34,118.40	36,480.00	39,129.60
5	Annual	25,065.00	13,494.00	26,448.00	16,003.20	32,006.40	34,502.40	34,790.40	37,152.00	39,801.60
6	Annual	25,560.00	13,754.00	26,976.00	16,320.00	32,640.00	35,193.60	35,481.60	37,843.20	40,492.80
7	Annual	26,070.00	14,040.00	27,520.00	16,646.40	33,292.80	35,884.80	36,172.80	38,534.40	41,184.00
8	Annual	26,595.00	14,313.00	28,080.00	16,982.40	33,964.80	36,614.40	36,902.40	39,264.00	41,913.60
9	Annual	27,135.00	14,599.00	28,640.00	17,318.40	34,636.80	37,344.00	37,632.00	39,993.60	42,643.20
10	Annual	27,675.00	14,898.00	29,648.00	17,923.20	35,846.40	38,649.60	38,937.60	41,299.20	43,948.80
10GFS	Annual	0	0	0	0	0	0	0	0	0
10GFT	Annual	0	18,083.00	0	0	0	0	0	0	39,648.00

2005-06 Salary Schedule			Senior	Head	Supervising	AV Aide	AV Technician	Instr Comp Tech	Educ TV Spec	Technology Specialist	Sr. Technology Specialist	Data Base Engineer
			Custodian	Custodian	Custodian-AHS					Supp Specialist	Supp Specialist	Engineer
			AHS 2nd shift	Head Custodian								
			Labor Foreman									
			Step	Annual	41,990.40	43,987.20	0	0	0	0	0	0
			2	Annual	40,300.80	42,624.00	0	0	0	0	0	0
			3	Annual	40,934.40	43,276.80	0	0	0	0	0	0
			4	Annual	41,606.40	43,948.80	0	0	0	0	0	0
			5	Annual	42,278.40	44,620.80	0	0	0	0	0	0
			6	Annual	42,969.60	45,312.00	0	0	0	0	0	0
			7	Annual	43,680.00	46,003.20	0	0	0	0	0	0
			8	Annual	44,390.40	46,732.80	0	0	0	0	0	0
			9	Annual	45,120.00	47,462.40	0	0	0	0	0	0
			10	Annual	46,425.60	48,768.00	0	0	0	0	0	0
			10GFS	Annual	0	0	35,392.00	35,938.00	0	0	0	0
			10GFT	Annual	0.00	0	56,371.20	48,440.00	46,214.00	0	0	0

2006-07 Salary Schedule												
		Fd Service	Fd Service	Fd Service	Fd Service	Cook	Cook	Sch Lunch	Fd Service	Hall	Home Sch	Locker Rm
		Helper	Helper GF	Helper	Helper GF		Manager	Manager	Truck Driver	Monitor	Coord	Attendant
		New Hire		New Hire	Satellite							
				Satellite	Schools							
				Schools								
Part-time Hourly		9.93	9.93	9.93	9.93				11.85	15.20		
Step												
1	Annual	10,923.00	13,563.00	12,023.00	14,916.00	13,167.00	19,580.00	28,061.00	19,684.00	26,250.00	49,795.20	12,909.00
2	Annual	11,143.00	13,827.00	12,265.00	15,213.00	13,431.00	20,361.00	28,622.00	20,076.00	26,782.00	50,786.40	13,169.00
3	Annual	11,363.00	14,102.00	12,507.00	15,521.00	13,695.00	20,372.00	29,194.00	20,482.00	27,314.00	51,811.20	13,429.00
4	Annual	11,594.00	14,388.00	12,760.00	15,829.00	13,970.00	20,779.00	29,777.00	20,888.00	27,860.00	52,836.00	13,702.00
5	Annual	11,825.00	14,674.00	13,013.00	16,148.00	14,245.00	21,186.00	30,371.00	21,308.00	28,420.00	53,894.40	13,975.00
6	Annual	12,067.00	14,971.00	13,277.00	16,467.00	14,531.00	21,615.00	30,976.00	21,728.00	28,980.00	54,969.60	14,261.00
7	Annual	12,309.00	15,268.00	13,541.00	16,797.00	14,828.00	22,044.00	31,592.00	22,162.00	29,568.00	56,078.40	14,547.00
8	Annual	12,551.00	15,576.00	13,816.00	17,138.00	15,125.00	22,484.00	32,230.00	22,610.00	30,156.00	57,204.00	14,833.00
9	Annual	12,804.00	15,884.00	14,091.00	17,479.00	15,422.00	22,935.00	32,868.00	23,058.00	30,758.00	58,346.40	15,132.00
10	Annual	13,057.00	16,445.00	14,366.00	18,095.00	15,730.00	23,397.00	33,528.00	23,758.00	31,836.00	60,093.60	15,431.00
10GFS	Annual	0	0	0	0	17,259.00	29,678.00	0	0	0	0	16,718.00
10GFT	Annual	0	0	0	0	17,259.00	33,176.00	44,825.00	0	0	0	18,408.00

2006-07 Salary Schedule										
		Clerk	Clerk	Receptionist	Typist 10mth	Typist 10mth	Typist 12mth	Typist 12mth	Stenographer	Stenographer
		10 month	12 month		hired after 11/18/04	GF Schedule	hired after 11/18/04	GF Schedule	10 month	12 month
					Stores	Stores	Stores	Stores		
					Clerk 10 mth	Clerk 10 mth	Clerk 12 mth	Clerk 12 mth		
					new hires	GF Schedule	new hires	GF Schedule		
Step										
1	Annual	19,040.00	22,848.00	23,520.00	21,672.00	26,250.00	26,006.40	31,500.00	23,352.00	28,022.40
2	Annual	19,432.00	23,318.40	23,990.40	22,106.00	26,782.00	26,527.20	32,138.40	23,814.00	28,576.80
3	Annual	19,810.00	23,772.00	24,477.60	22,554.00	27,314.00	27,064.80	32,776.80	24,290.00	29,148.00
4	Annual	20,216.00	24,259.20	24,964.80	23,002.00	27,860.00	27,602.40	33,432.00	24,780.00	29,736.00
5	Annual	20,622.00	24,746.40	25,468.80	23,464.00	28,420.00	28,156.80	34,104.00	25,270.00	30,324.00
6	Annual	21,028.00	25,233.60	25,972.80	23,940.00	28,980.00	28,728.00	34,776.00	25,788.00	30,945.60
7	Annual	21,448.00	25,737.60	26,493.60	24,416.00	29,568.00	29,299.20	35,481.60	26,292.00	31,550.40
8	Annual	21,882.00	26,258.40	27,014.40	24,906.00	30,156.00	29,887.20	36,187.20	26,824.00	32,188.80
9	Annual	22,316.00	26,779.20	27,568.80	25,396.00	30,758.00	30,475.20	36,909.60	27,356.00	32,827.20
10	Annual	22,764.00	27,316.80	28,106.40	25,914.00	31,836.00	31,096.80	38,203.20	27,902.00	33,482.40
10GFS	Annual	0	0	36,808.80	0	0	0	0	0	0
10GFT	Annual	0	0	38,186.40	0	0	0	0	33,236.00	0

2006-07 Salary Schedule										
	Account	Payroll Acct Clerk	Sr. Acct Clerk	Principal Acct Clerk	Office Manager	Teach Aide hired before 4/29/93	Teach Aide hired 4/29/93- 6/30/96	Teach Aide hired 7/1/96- 7/1/02	Teach Aide hired after 7/1/02	Health Care Aides
	Clerk									
	Hlth Ins Technician									
Step										
1	Annual	31,113.60	32,205.60	37,144.80	47,736.00	35,145.60	0	0	18,210.00	17,528.00
2	Annual	31,735.20	32,844.00	37,884.00	48,692.80	35,834.40	0	0	18,570.00	17,878.00
3	Annual	32,356.80	33,499.20	38,640.00	49,670.40	36,556.80	0	0	18,945.00	18,242.00
4	Annual	33,012.00	34,171.20	39,412.80	50,668.80	37,296.00	0	0	19,335.00	18,606.00
5	Annual	33,667.20	34,860.00	40,202.40	51,667.20	38,035.20	0	0	19,710.00	18,970.00
6	Annual	34,339.20	35,548.80	41,008.80	52,707.20	38,791.20	0	0	20,115.00	19,348.00
7	Annual	35,028.00	36,271.20	41,832.00	53,768.00	39,564.00	0	0	20,505.00	19,740.00
8	Annual	35,733.60	36,993.60	42,672.00	54,828.80	40,370.40	0	30,156.00	20,925.00	20,132.00
9	Annual	36,439.20	37,732.80	43,528.80	55,931.20	41,176.80	0	30,756.00	21,345.00	20,538.00
10	Annual	37,178.40	38,488.80	44,385.60	57,054.40	42,000.00	35,376.00	31,824.00	22,080.00	20,944.00
10GFS	Annual	0	42,739.20	48,148.80	0	0	0	0	0	0
10GFT	Annual	42,285.60	43,680.00	48,871.20	0	43,024.80	0	0	0	0

2006-07 Salary Schedule										
		Teaching Assistant	Laundry Worker	Cleaner 8hr - 10mth	Cleaner 4 hr	Cleaner 8hr - 12mth	Custodial Worker	Bldg Maint Worker Mtr Vehicle Operator/Cust	Custodian Night Shift	Maintenance Mechanic Custodian Team Leader Safety Specialist Sr Cust - AHS
Step										
1	Annual	23,970.00	12,896.00	25,296.00	15,302.40	30,604.80	32,985.60	33,292.80	35,731.20	38,476.80
2	Annual	24,450.00	13,156.00	25,792.00	15,609.60	31,219.20	33,657.60	33,945.60	36,384.00	39,129.60
3	Annual	24,930.00	13,416.00	26,320.00	15,916.80	31,833.60	34,329.60	34,617.60	37,056.00	39,801.60
4	Annual	25,425.00	13,689.00	26,848.00	16,233.60	32,467.20	35,001.60	35,308.80	37,747.20	40,492.80
5	Annual	25,935.00	13,962.00	27,376.00	16,560.00	33,120.00	35,712.00	36,000.00	38,457.60	41,184.00
6	Annual	26,460.00	14,235.00	27,936.00	16,896.00	33,792.00	36,422.40	36,710.40	39,168.00	41,913.60
7	Annual	26,985.00	14,521.00	28,496.00	17,232.00	34,464.00	37,152.00	37,440.00	39,897.60	42,624.00
8	Annual	27,525.00	14,820.00	29,072.00	17,577.60	35,155.20	37,900.80	38,188.80	40,627.20	43,372.80
9	Annual	28,080.00	15,106.00	29,648.00	17,923.20	35,846.40	38,649.60	38,956.80	41,395.20	44,140.80
10	Annual	28,635.00	15,418.00	30,688.00	18,556.80	37,113.60	40,012.80	40,300.80	42,739.20	45,484.80
10GFS	Annual	0	0	0	0	0	0	0	0	0
10GFT	Annual	0	18,707.00	0	0	0	0	0	0	41,049.60

2006-07 Salary Schedule			Senior	Head	Supervising	AV Aide	AV Technician	Instr Comp Tech	Educ TV Spec	Technology	Supp Technology	Sr. Technology	Data Base
			Custodian	Custodian	Custodian-AHS						Specialist	Specialist	Engineer
			AHS 2nd shift										
			Labor										
			Foreman										
Step													
1	Annual	41,049.60	43,449.60	45,523.20	0	0	0	0	0	0	0	0	0
2	Annual	41,702.40	44,121.60	46,176.00	0	0	0	0	0	0	0	0	0
3	Annual	42,374.40	44,793.60	46,848.00	0	0	0	0	0	0	0	0	0
4	Annual	43,065.60	45,484.80	47,539.20	0	0	0	0	0	0	0	0	0
5	Annual	43,756.80	46,176.00	48,230.40	0	0	0	0	0	0	0	0	0
6	Annual	44,467.20	46,886.40	48,960.00	0	0	0	0	0	0	0	0	0
7	Annual	45,196.80	47,616.00	49,689.60	0	0	0	0	0	0	0	0	0
8	Annual	45,945.60	48,364.80	50,419.20	0	0	0	0	0	0	0	0	0
9	Annual	46,713.60	49,113.60	51,187.20	0	0	0	0	0	0	0	0	0
10	Annual	48,057.60	50,476.80	52,531.20	0	0	0	0	0	0	0	0	0
10GFS	Annual	0	0	0	0	36,624.00	37,184.00	0	0	0	0	0	0

APPENDIX B
JOB TITLE COLUMNS

<u>A.</u>	<u>F.</u>
Building Maintenance Worker	School Monitor
Custodian Worker	Teacher Aide (hired after July 1, 2002)
Custodian	<u>G.</u>
Head Custodian	Audio Visual Aide
Labor Foreman	Audio Visual Technician
Maintenance Mechanic/Carpenter	Educational Television Specialist
Maintenance Mechanic/Custodial Worker	Instructional Computer Technician
Maintenance Mechanic/Electrician	Teacher Aide (hired prior to 4/29/93)
Maintenance Mechanic/Plumber	
Motor Vehicle Operator/Custodian	<u>H.</u>
Senior Custodian	Cook Manager
Supervising Custodian	School Lunch Manager
<u>B.</u>	<u>ETV & ALC</u>
Cleaner	Receptionist
Laundry Worker	Recruiter
Locker Room Attendant	Teacher Aide (ALC)
	Typist (ALC)
<u>C.</u>	
Baker	<u>Part Time</u>
Cook	Part Time Food Service Helper
Food Service Helper	Part Time Hall Monitor
<u>D.</u>	
Account Clerk	
Account Clerk (Payroll)	
Clerk (12 month)	
Computer Operator	
Data Entry Machine Operator	
Office Manager	
Senior Account Clerk	
Stenographer	
Stores Clerk	
Typist (12 month)	
<u>E.</u>	
Clerk (10 month)	
Hall Monitor	
School Campus & Neighborhood Security Officer	
Senior Hall Monitor	
Teacher Aide (hired after 4/29/93)	
Typist (10 month)	

APPENDIX C

PAYROLL DEDUCTION AUTHORIZATION

Social Security No. _____

(Last Name) (First) (MI)

District Name _____

Organization _____

TO THE BOARD OF EDUCATION:

I hereby authorize you, according to arrangements agreed upon with the above organization, to deduct from my salary and transmit to said organization dues as certified by said organization. I hereby waive all right and claim to said monies so deducted and transmitted in accordance with this authorization and relieve the Board of Education and all its officers from any liability therefore. I revoke any and all instruments heretofore made by me for such purposes. This authority shall remain in full force and effect for all purposes while I am employed in this school system, or until revoked by me in writing between September 1 and September 15.

Member Signature _____

APPENDIX D

CIVIL SERVICE LAW

Section 75

Removal and Other Disciplinary Action *

§ 75. Removal and other disciplinary action

1. Removal and other disciplinary action. A person described in paragraph (a) or paragraph (b), or paragraph (c), or paragraph (d), or paragraph (e) of this subdivision shall not be removed or otherwise subjected to any disciplinary penalty provided in this section except for incompetency or misconduct shown after a hearing upon stated charges pursuant to this section.

(a) A person holding a position by permanent appointment in the competitive class of the classified civil service, or

(b) a person holding a position by permanent appointment or employment in the classified service of the state or in the several cities, counties, towns, or villages thereof, or in any other political or civil division of the state or of a municipality, or in the public school service, or in any public or special district, or in the service of any authority, commission or board, or in any other branch of public service, who was honorably discharged or released under honorable circumstances from the armed forces of the United States having served therein as such member in time of war as defined in section eighty-five of this chapter, or who is an exempt volunteer firefighter as defined in the general municipal law, except when a person described in this paragraph holds the position of private secretary, cashier or deputy of any official or department, or

(c) an employee holding a position in the non-competitive class other than a position designated in the rules of the state or municipal civil service commission as confidential or requiring the performance of functions influencing policy, who since his last entry into service has completed at least five years of continuous service in the non-competitive class in a position or positions not so designated in the rules as confidential or requiring the performance of functions influencing policy, or

(d) an employee in the service of the City of New York holding a position as Homemaker or Home Aide in the non-competitive class, who since his last entry into city service has completed at least three years of continuous service in such position in the non-competitive class, or

(e) an employee in the service of a police department within the state of New York holding the position of detective for a period of three continuous years or more; provided, however, that a hearing shall not be required when reduction in rank from said position is based solely on reasons of the economy, consolidation or abolition of functions, curtailment of activities or otherwise.

2. Procedure. An employee who at the time of questioning appears to be a potential subject of disciplinary action shall have a right to representation by his or her certified or recognized employee organization under article fourteen of this chapter and shall be notified in advance, in writing, of such right. A state employee who is designated managerial or confidential under article fourteen of this chapter, shall, at the time of questioning, where it appears that such employee is a potential subject of disciplinary action, have a right to representation and shall be notified in advance, in writing, of such right. If representation is requested a reasonable period of time shall be afforded to obtain such representation. If the employee is unable to obtain representation within a reasonable period of time the employer has the right to then question the employee. A hearing officer under this section shall have the power to find that a reasonable period of time was or was not afforded. In the event the hearing officer finds that a reasonable period of time was not afforded then any and all statements obtained from said questioning as well as any evidence or information obtained as a result of said questioning shall be excluded, provided, however, that this subdivision shall not modify or replace any written collective agreement between a public employer and employee organization negotiated pursuant to article fourteen of this chapter. A person against whom removal or other disciplinary action is proposed shall have written notice thereof and of the reasons therefor, shall be furnished a copy of the charges preferred against him and shall be allowed at least eight days for answering the same in writing. The hearing upon such charges shall be held by the officer or body having the power to remove the person against whom such charges are preferred, or by a deputy or other person designated by such officer or body in writing for that purpose. In case a deputy or other person is so designated, he shall, for the purpose of such hearing, be vested with all the powers of such officer or body and shall make a record of such hearing which shall, with his recommendations, be referred to such officer or body for review and decision. The person or persons holding such hearing shall, upon the request of the person against whom charges are preferred, permit him to be represented by counsel, or by a representative of a recognized or certified employee organization, and shall allow him to summon witnesses in his behalf. The burden of proving incompetency or misconduct shall be upon the person alleging the same. Compliance with technical rules of evidence shall not be required.

3. Suspension pending determination of charges; penalties. Pending the hearing and determination of charges of incompetency or misconduct, the officer or employee against whom such charges have been preferred may be suspended without pay for a period not exceeding thirty days. If such officer or employee is found guilty of the charges, the penalty or punishment may consist of a reprimand, a fine not to exceed one hundred dollars to be deducted from the salary or wages of such officer or employee, suspension without pay for a period not exceeding two months, demotion in grade and title, or dismissal from the service; provided, however, that the time during which an officer or employee is suspended without pay may be considered as part of the penalty. If he is acquitted, he shall be restored to his position with full pay for the period of suspension less the amount of any unemployment insurance benefits he may have received during such period. If such officer or employee is found guilty, a copy of the charges, his written

answer thereto, a transcript of the hearing, and the determination shall be filed in the office of the department or agency in which he has been employed, and a copy thereof shall be filed with the civil service commission having jurisdiction over such position. A copy of the transcript of the hearing shall, upon request of the officer or employee affected, be furnished to him without charge.

3-a. Suspension pending determination of charges and penalties relating to police officers of the police department of the city of New York. Pending the hearing and determination of charges of incompetency or misconduct, a police officer employed by the police department of the city of New York may be suspended without pay for a period not exceeding thirty days. If such officer is found guilty of the charges, the police commissioner of such department may punish the police officer pursuant to the provisions of sections 14-115 and 14-123 of the administrative code of the city of New York.

4. Notwithstanding any other provision of law, no removal or disciplinary proceeding shall be commenced more than eighteen months after the occurrence of the alleged incompetency or misconduct complained of and described in the charges or, in the case of a state employee who is designated managerial or confidential under article fourteen of this chapter, more than one year after the occurrence of the alleged incompetency or misconduct complained of and described in the charges, provided, however, that such limitations shall not apply where the incompetency or misconduct complained of and described in the charges would, if proved in a court of appropriate jurisdiction, constitute a crime.

CREDIT(S)

(L.1958, c. 790, § 1; amended L.1960, c. 312, § 1; L.1962, c. 645, § 1; L.1965, c. 738, § 1; L.1970, c. 942, § 1; L.1978, c. 240, § 1; L.1983, c. 774, § 1; L.1984, c. 710, § 1; L.1985, c. 842, §§ 1, 2; L.1986, c. 439, § 2; L.1989, c. 350, § 1; L.1990, c. 753, § 2; L.1993, c. 279, § 1; L.1994, c. 226, § 1; L.1995, c. 197, § 1.)

NAME OF EMPLOYEE:_____	RATING CODES
	O-OUTSTANDING
CIVIL SERVICE TITLE:_____	S-SATISFACTORY
LOCATION:_____	I-IMPROVEMENT NEEDED
	U-UNSATISFACTORY

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[illegible]

DATE: _____

EMPLOYEE HAS FIVE BUSINESS DAYS AFTER RECEIPT OF WRITTEN EVALUATION TO RESPOND.

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APPENDIX F
HOLIDAY SCHEDULE FOR MAINTENANCE DEPARTMENT

Fourth of July
Labor Day
Columbus Day
Veterans Day
Thanksgiving
Day After Thanksgiving
Christmas Eve

Christmas Day
New Years Eve
New Years Day
Martin Luther King, Jr. Day
President's Day
Good Friday
Memorial Day

Two (2) floating holidays to be determined by the District in the development of its annual calendar.